

**Scott Dzurka**  
*Mayor*

**Brad Gurski**  
*Vice Mayor*

**Eric Hufnagel**  
*Commissioner*

**Jean Ruestman**  
*Commissioner*

**Chris Hyzer**  
*Commissioner*



**Chad A. Gamble, P.E.**  
*City Manager*

**Mindy J. Seavey**  
*City Clerk*

**Kristina Kinde**  
*City Treasurer*

**Michael Homier**  
*City Attorney*

**Justin Smith**  
*Director of Public Services*

**CITY OF ST. JOHNS  
CITY COMMISSION MEETING  
PROPOSED AGENDA**

**Monday, February 26, 2024, 6:00 p.m.  
Room 2200 – Clinton County Courthouse**

**\*Listen to Meeting Via Telephonic Conference  
Dial 1 929 205 6099**

**<https://zoom.us/j/2050014286>**

**Meeting ID: 205 001 4286**

**\*Please note, you will not be able to make public comments through Zoom;  
only in-person attendees will be able to participate in public comments.**

**A. OPENING: (6:00 pm – 6:05 pm)**

1. Invocation
2. Pledge of Allegiance
3. Consent Agenda (*Action Item*)

***The staff proposes the following items for the Consent Agenda. If any Commissioner wishes to discuss any of these items, it should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:***

- a. Approval of Minutes
  - Regular meeting of January 22, 2024
  - Special meeting of February 5, 2024
- b. Receipt of Warrants
  - In the amount of \$1,663,916.12
- c. Wastewater Pump Building PLC Improvements
  - Staff recommends that the city commission the proposal from RS Technical for PLC replacement in the amount of \$50,105.02.
- d. Budget transfer from Water/Sewer to Fire Department to purchase truck #34
  - Staff recommends that the city commission approve the transfer of \$30,000 from Water and Sewer to Fire for the purchase of Fire Truck #34.

- e. Police Department Copier Agreement Renewal
    - Staff recommends that the city commission approve the proposed agreement with Toshiba and authorize the Mayor to sign the same.
  - f. 3-year Cross Connection Control Program Agreement
    - Staff recommends that the city commission approve the 3-Year contract extension with H2O Compliance to complete our Cross Connection Control Plan and authorize Mayor to sign.
  - g. MDOT Non-Motorized Maintenance Agreement
    - Staff recommends that the city commission approve the Non-Motorized Maintenance Agreement between the City and the MDOT and authorize the mayor to sign.
  - h. Principal Shopping District/Downtown Development Authority Appointments
    - The PSD/DDA board recommends that the city commission appoint Brent Hurst (term expiring 6-30-24) and Monica Ladiski (term expiring 6-30-26) to the Principal Shopping District and Downtown Development Authority.
  - i. Townsend Road Lift Station Service Area Collection System Flow Monitoring
    - Staff recommends that the city commission approve the proposal from FTC&H in the amount of \$36,800 to perform flow monitoring within Townsend Road lift station service area and authorize the mayor to sign.
  - j. Tuition Reimbursement Program Policy Review and Approval
    - Staff recommends that the city commission approve the Tuition Reimbursement Program personnel policy.
  - k. Fantasy Forest Engineering Consultant/Prime Professional Recommendation
    - Staff recommends that the city commission approve the “as needed” contract from Wade-Trim for a not to exceed amount of \$92,700 and authorize Recreation Director Bill Schafer to sign.
4. Approval of Agenda: *(6:05 pm – 6:07 pm) Action Item*

**B. PUBLIC HEARINGS:**

**C. PERSONS WISHING TO PRESENT TESTIMONY:**

- 1. Public comment - agenda & non-agenda items *(6:07 pm – 6:10 pm) Discussion only*  
*Each speaker is only entitled to one (1) three-minute time during each Public Comment period.*
- 2. Lance Liu - Magnibeam *(6:10 pm – 6:18 pm) Discussion only*

**D. COMMUNICATIONS:**

**E. OLD BUSINESS:**

- 1. Resolution #6-2024 - Resolution to Adopt an Ordinance to Amend Chapter 71 of the Code of Ordinances Regarding Parking Violations *(6:18 pm – 6:21 pm) Action Item*  
*(Presenter: David Kirk, Police Chief)*

**F. NEW BUSINESS:**

1. Approval of Capital Improvement Plan (6:21 pm – 6:24 pm) *Action Item*  
(Presenter: Chad Gamble, City Manager)
2. Golf Cart Policy (6:24 pm – 6:35 pm) *Action Item*  
(Presenters: Chris Khorey, McKenna; Chad Gamble, City Manager)
3. Resolution #7-2024 - Resolution to Adopt an Ordinance to Adopt a Supplement to the Code of Ordinances (6:35 pm – 6:38 pm) *Action Item*  
(Presenter: Mindy Seavey, City Clerk)
4. Brush & Cass Street – Additional Reconstruction (6:38 pm – 6:45 pm) *Action Item*  
(Presenter: Justin Smith, Director of Public Services)
5. Consideration of the Establishment of St. Johns Social District including Resolution #8-2024 - Resolution to Introduce an Ordinance to Create and Regulate a Downtown Social District (6:45 pm – 7:00 pm) *Action Item*  
(Presenters: Heather Hanover, PSD/DDA Executive Director; Chad Gamble, City Manager)
6. Clear Gov Software Proposal (7:00 pm – 7:10 pm) *Action Item*  
(Presenter: Kristina Kinda, City Treasurer)
7. City Manager Comments (7:10 pm – 7:20 pm) *Discussion only*
8. Commissioner Comments (7:20 pm – 7:30 pm) *Discussion only*

**G. ADJOURNMENT: (7:30 pm)**

(Next Regular Meeting Scheduled for **Monday, March 18, 2024, 6:00 p.m.**)

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the city clerk 989-224-8944 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodation.



# CONSENT AGENDA



## **CITY OF ST. JOHNS**

### **CITY COMMISSION MINUTES**

**JANUARY 22, 2024**

The regular meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 6:00 p.m. at the Clinton County Courthouse, 100 East State Street, 2<sup>nd</sup> Floor, Suite #2200, St. Johns, Michigan.

COMMISSIONERS PRESENT: Eric Hufnagel, Jean Ruestman, Brad Gurski, Scott Dzurka, Chris Hyzer

COMMISSIONERS ABSENT: None

STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Justin Smith, Director of Public Services; Anne Seuryneck, City Attorney

Mayor Dzurka asked if any of the commissioners or persons present wished to discuss any of the items on the consent agenda.

Commissioner Hyzer asked to move item e. off the consent agenda. It was moved to item #14 under New Business.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the consent agenda be approved as amended.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### **a. Approval of Minutes**

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the minutes of the December 11, 2023 regular meeting and closed sessions be approved as presented.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### **b. Receipt of Warrants**

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that warrants be approved as presented in the amount of \$3,480,460.57.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None  
Motion carried.

c. Merit Bonus – Ken Goldman

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the merit bonus for Ken Goldman.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

d. Main Park - Electric Upgrades

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the 2023/24 Main Park Electric upgrades and use Speer Electric for phases #1, #2 and #3 phases and use the 2023-24 (\$75,000) budgeted dollars for the project.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

f. Standby Generator Planned Maintenance Agreement

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the three-year planned maintenance contract with Hamilton Electric and authorize the Mayor to sign the contract on the City's behalf.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

g. Department of Public Works Building Concept Design

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the proposal and contract from Wolverine Engineering for conceptual design plans for the new DPW Facility in the amount of \$10,000 and that the mayor to be authorize to sign the contract on behalf of the City.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

h. DDA/PSD Director Contract Approval

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Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the calendar year employment contract for Heather Hanover for the position of DDA/PSD Director and authorize the mayor to sign the contract.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

i. Spicer Group - Asset Management/Distribution System Inventory Phase II

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the Phase II proposal from Spicer Group to continue the AMP/CDSMI 3 Phase completion process in the amount of \$97,900. The proposal was reviewed by our attorney and deemed acceptable for the Mayor to sign.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

j. Baker Tilly – Water/Sewer Rate Study

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the engagement letter with Baker Tilly for a two-year water/sewer rate study for a total of \$13,500, allowing Baker Tilly to be a sole source vendor for this study and authorizing the City Manager to sign the engagement letter.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

k. Replacement of two doors on the west entrance of the Depot

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve Rotary Glass LLC. quote of \$10,866.56 for the replacement of the two west entrance doors to the depot.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

l. Mid-Year Budget Adjustments

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve all mid-year budget adjustments attached.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None  
Motion carried.

m. Finance Advisory Committee City Resident Member Recommendation

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission appoint Rich Koenigsknecht to the Finance Advisory Committee as the City resident member.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

AGENDA

Mayor Dzurka asked if there were any additions or deletions to the agenda. He added as number #15 - DNR Infrastructure Volunteer Fire Capacity Grant Acceptance.

Motion by Commissioner Hyzer seconded by Commissioner Ruestman that the city commission approve the agenda as amended.

**AGENDA**

**A. OPENING:**

1. Invocation
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3. Consent Agenda

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- a. Approval of Minutes
  - Regular meeting of December 11, 2023
  - Closed sessions of December 11, 2023
- b. Receipt of Warrants
  - In the amount of \$3,480,460.57
- c. Merit Bonus – Ken Goldman
  - Staff recommends the city commission approve the merit bonus for Ken Goldman.
- d. Main Park - Electric upgrades
  - Staff recommends the city commission approve the 2023/24 Main Park Electric upgrades and use Speer Electric for phases #1, #2 and #3 phases and use the 2023-24 (\$75,000) budgeted dollars for the project.
- e. ~~Clinton Avenue Downtown Lights – Pole Upgrades to Blocks 200 & 300~~



~~-Staff recommends the city commission approve the 2024 Clinton Ave. Downtown Street light pole upgrades to the 200 & 300 blocks and award the project to JC Electric LLC in the amount of \$41,719.00.~~

f. Standby Generator Planned Maintenance Agreement

-Staff recommends the city commission approve the three-year planned maintenance contract with Hamilton Electric and authorize the Mayor to sign the contract on the City's behalf.

g. Department of Public Works Building Concept Design

-Staff recommends the city commission approve the proposal and contract from Wolverine Engineering for conceptual design plans for the new DPW Facility in the amount of \$10,000 and that the mayor to be authorize to sign the contract on behalf of the City.

h. DDA/PSD Director Contract Approval

-Staff recommends the city commission approve the calendar year employment contract for Heather Hanover for the position of DDA/PSD Director and authorize the mayor to sign the contract.

i. Spicer Group - Asset Management/Distribution System Inventory Phase II

-Staff recommends the city commission approve the Phase II proposal from Spicer Group to continue the AMP/CDSMI 3 Phase completion process in the amount of \$97,900. The proposal was reviewed by our attorney and deemed acceptable for the Mayor to sign.

j. Baker Tilly – Water/Sewer Rate Study

-Staff recommends the city commission approve the engagement letter with Baker Tilly for a two-year water/sewer rate study for a total of \$13,500, allowing Baker Tilly to be a sole source vendor for this study and authorizing the City Manager to sign the engagement letter.

k. Replacement of two doors on the west entrance of the Depot

-Staff recommends the city commission approve Rotary Glass LLC. quote of \$10,866.56 for the replacement of the two west entrance doors to the depot.

l. Mid-Year Budget Adjustments

-Staff recommends the city commission approve all mid-year budget adjustments attached.

m. Finance Advisory Committee City Resident Member Recommendation

-Staff recommends the city commission appoint Rich Koenigsknecht to the Finance Advisory Committee as the City resident member.

4. Approval of Agenda:

**B. PUBLIC HEARINGS:**

**C. PERSONS WISHING TO PRESENT TESTIMONY:**

1. Public comment - agenda & non-agenda items
2. Audit Presentation – Jordan Smith, Maner Costerisan

**D. COMMUNICATIONS:**

**E. OLD BUSINESS:****F. NEW BUSINESS:**

1. Resolution #1-2024 Adopting Guidelines For Poverty Exemptions to be Implemented by the Board of Review
2. Resolution #2-2024 a Resolution to Adopt Alternate Start Dates for March, 2024; July, 2024; and December, 2024 Board of Review
3. Resolution #3-2024 a Resolution to Adopt Taxpayers & Non-Resident Taxpayers to Protest in Writing by Letter or Email for Board of Review
4. Consideration of Approval of the Clinton Area Ambulance Service Budget and Capital Expenditures for 24/25
5. Consideration of Resolution #4-2024 to Authorize Clinton Area Ambulance Service Authority to Purchase and Finance Ambulance
6. Resolution #5-2024 - Resolution to Introduce an Ordinance to Amend Chapter 71 of the Code of Ordinances Regarding Parking Violations
7. 2021 Scott Road Connector Trail Grant
8. 2021 Main City Park Improvement Grant
9. Quarterly Budget Report
10. Annual Reports Requested by City Commission
11. Discussion and Receipt of City Manager 6-Month Report and List of Accomplishments
12. Consideration of the Establishment of St. Johns Social District
13. Consideration of Property Option of Gibbs St. Parcels
14. Clinton Avenue Downtown Lights - Pole Upgrades to Blocks 200 & 300 (*moved from Consent Agenda*)
15. DNR Infrastructure Volunteer Fire Capacity Grant Acceptance (*added to agenda*)
16. City Manager Comments
17. Commissioner Comments

**G. ADJOURNMENT:**

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

**PUBLIC HEARINGS****PERSONS WISHING TO PRESENT TESTIMONY****1. Public Comment**

Mayor Dzurka asked if there were any public comments.

There were none.

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## 2. Audit Presentation – Jordan Smith, Maner Costerisan

Jordan Smith, Maner Costerisan, was present. He thanked the city staff. He discussed: page 11 – opinion letter, clean, unmodified opinion; management and auditor's responsibilities; General Fund – fund balance \$2,685,705, 44%; last year was 59%; GFOA recommends 17% fund balance; page 30 – revenues increased 4%; admin charges increased 4%; expenditures increased 21%, vast majority of the increase was the fire pumper truck; the packet of graphs provided; page 113 – control issue, and testing of items.

There was a discussion of:

- The recommended fund balance for water/sewer.
- \$300,000 in the General Fund in Wilson Center expenditures that will be reimbursed by the bond.
- Unrestricted fund balance.
  - The Capital Improvement Plan (CIP) and rate increases.
  - Try to cash fund as many improvements as we can.
- Fund Balance percentage; having too much in fund balance.
  - Depends on future plans and the CIP; the city is very healthy at 44%.
- Pension liability
  - As of June 30<sup>th</sup>, page 75, 58% funded; deferral of about 6 months; almost all is the net investment loss.

City Manager Gamble commended Treasurer Kinde and her hard work preparing for this audit. He said 2023 was a very interesting year and placed a lot of weight on Kristina's shoulders. He also congratulated her on the great audit we received.

Mayor Dzurka discussed the CAFR award that was included in the audit.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission receive the audit as presented.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

## COMMUNICATIONS

## OLD BUSINESS

## NEW BUSINESS

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1. Resolution #1-2024 Adopting Guidelines For Poverty Exemptions to be Implemented by the Board of Review

Assessor Hardaker was present. She said they need to be updated annually for the Board of Review and this is following the changes for 2024.

Motion by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission adopt Resolution #1-2024 Adopting Guidelines For Poverty Exemptions to be Implemented by the Board of Review.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

2. Resolution #2-2024 a Resolution to Adopt Alternate Start Dates for March, 2024; July, 2024; and December, 2024 Board of Review

Assessor Hardaker said this keeps the city in compliance and helps board members in case of emergencies and helps with their schedules.

Motion by Commissioner Hufnagel seconded by Commissioner Gurski that the city commission adopt Resolution #2-2024 a Resolution to Adopt Alternate Start Dates for March, 2024; July, 2024; and December, 2024 Board of Review.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

3. Resolution #3-2024 a Resolution to Adopt Taxpayers & Non-Resident Taxpayers to Protest in Writing by Letter or Email for Board of Review

Assessor Hardaker said it gives more property owners a chance to appeal. She said she also reaches out to people that submit a letter so she can explain the assessment to them.

Motion by Commissioner Gurski seconded by Commissioner Hufnagel that the city commission adopt Resolution #3-2024 a Resolution to Adopt Taxpayers & Non-Resident Taxpayers to Protest in Writing by Letter or Email for Board of Review.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

4. Consideration of Approval of the Clinton Area Ambulance Service Budget and Capital Expenditures for 24/25



Commissioner Gurski said Director Weber is also here to answer questions. He discussed 2024/25 and the proposed per capita increased to \$15; they increased their rates quite significantly and will continue to do so, they haven't yet seen those impacts; the waiting time for equipment/trucks; they are looking to bring on a total of 5 rigs and they continue to grow; they should hit the 4,000-run mark this year; and they hope to continue to expand their service area.

City Manager Gamble said he has heard nothing but great information about the ambulance service. He said the projected increase is an 83% rate increase over the next 5 years.

Lynn Weber, Ambulance Director, was present. He discussed: Medicare/Medicaid collection rate; run cost; and CMS is doing an audit of ambulance services.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission adopt the budget and capital expenditures for 2024/25 as presented.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

5. Consideration of Resolution #4-2024 to Authorize Clinton Area Ambulance Service Authority to Purchase and Finance Ambulance

Commissioner Gurski said this is a resolution to incur the debt associated with the purchase. He said they are borrowing \$100,000 from a local lender, Journey Federal Credit Union, and they gave them a great rate. They need approval of the local bodies. He said the budget supports it and their long-term plan is to cash flow these. He said they are getting closer to that and are paying half down.

Motion by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission adopt Resolution #4-2024 to Authorize Clinton Area Ambulance Service Authority to Purchase and Finance Ambulance.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

6. Resolution #5-2024 - Resolution to Introduce an Ordinance to Amend Chapter 71 of the Code of Ordinances Regarding Parking Violations

Chief Kirk discussed the proposed changes to Chapter 71.

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Commissioner Hyzer said it should say 65A District Court.

Motion by Commissioner Hufnagel seconded by Commissioner Hyzer that the city commission adopt Resolution #5-2024 - Resolution to Introduce an Ordinance to Amend Chapter 71 of the Code of Ordinances Regarding Parking Violations.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

7. 2021 Scott Road Connector Trail Grant

Recreation Director Schafer discussed the vendor contract for the 2021 Scott Road Connector Trail. He said we need to have the project completed by the end of July. He said it was competitively bid and we shouldn't have to use as much of the ARPA dollars as we were anticipating.

Motion by Commissioner Hufnagel seconded by Commissioner Ruestman that the city commission award the Scott Road Multi-Use Connector Trail project to Youngstrom Contracting, Inc. for \$275,500 and to authorize the Mayor to execute the contract documents on behalf of the City.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

8. 2021 Main City Park Improvement Grant

Recreation Director Schafer said this is 2021 DNR grant for the volleyball court, sidewalks, viewing area and parking areas and it was also competitively bid.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the contract with Youngstrom Contracting, Inc in the amount of \$87,000.00 and authorize the City Mayor to sign.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

9. Quarterly Budget Report

Treasurer Kinde said provided the year to date and amended budget as of 12/31/2023. She said it included the budget adjustments that were just approved. She discussed: rental inspection fees – just beginning phase 2; sick leave is at 100% - due to pay out in

December of each year; community development – rental inspection/code enforcement and marketing, slightly over budget; YTD \$480,000 expense – is the Wilson Center, will be reimbursed through the bonds; in total for the General Fund – a lot of adjustments are related to prior year roll forward, will have to post revenue adjustment manually; and there were a few items approved by the city commission to use fund balance.

There was a discussion of:

- Federal grant money in General Fund revenue.
  - Treasurer Kinde said she will have to look into it and get back with you.

Mayor Dzurka said he appreciated the explanations.

#### 10. Annual Reports Requested by City Commission

City Manager Gamble discussed the three year-end reports. He said with the leaf collection program the memo discusses our approach this year, we were about a week behind, and discussed the Cognito form for requests. He commended Supervisor Ritter and his team.

There was a discussion of:

- Being more specific on what areas we are at.
- The timing of leaf pick-up and the overlapping holidays.
- The number of employees that worked on this program.
- The number of hours.
- The loader was more efficient than when we had the leaf vacuum.
- Communication and code enforcement regarding leaves being blown out into the street.

City Manager Gamble discussed the rental inspection report of 2023. He said it was very successful. He had a year-end meeting with city team members involved in the program; the revised inspection checklist; percentages of violations; life safety issues; sending a legal notice to non-responders from the first year.

There was a discussion of:

- Reaching back out to non-responders to make sure it is not a secondary home.
  - We have had a lot that reached out and we make notes in the system. Some that had a 50% PRE and should have had 100%.
  - Also, those that have not paid their inspection fee.
  - The revised checklist and the landlords' perspective.

- A group of landlords that collaborated with Ken and Chad and the planning commission had a subcommittee. The landlords were amenable to some changes.
- Ken Skunda worked hard to work with landlords that were trying and was a great representative in working with landlords and those that are not providing great housing stock.
- The planning commission knew we would make adjustments along the way.
- A complaint we received about a woman who didn't have any heat and our tools for those situations.
- Complaint driven vs. staff initiated.

City Manager Gamble discussed the code enforcement program. He said Jessica has been doing it full-time since April. He discussed the effort she has made to address issues and the graph of the top 5 violations.

Mayor Dzurka thanked staff for the report. He said he appreciated the BS&A report was broken down by address. Kudos to the team.

#### 11. Discussion and Receipt of City Manager 6-Month Report and List of Accomplishments

Mayor Dzurka said he and Commissioner Hufnagel had a chance to sit down with Chad. He said they thought this document would be helpful to have on record in terms of the great work Chad has been doing.

City Manager Gamble discussed: he is very excited to be part of great team; they are the best people I have worked with: dedication and teamwork, friendly, supportive and collaborative environment; some of the best customer service relations; encourage laughter to keep things light; try to be supportive. He said he was pleased with what the team has been able to do and would be happy to answer any questions.

Mayor Dzurka said this is a great list. He said they also talked about looking at an annual review. He said it gives us a chance to highlight the successes of the city. This report was helpful to us. He said he appreciated the comments of commissioners and executive staff and will share the summary report with the commission. He said they were very positive comments and people are very pleased with your work.

#### 12. Consideration of the Establishment of St. Johns Social District



City Manager Gamble said this issue has been discussed for about six months. He said there was a lot of discussion within the DDA and a subcommittee was formed. He said Commissioner Hyzer was assigned to that. He said it was great work by Director Hanover.

PSD/DDA Director Hanover said social districts came about because of COVID restrictions. She said it encourages placemaking. She discussed they have been talking about this for a year; surveyed people downtown; other cities; misconception that it encourages drinking; guidelines are very stringent; don't know if it's going to work or be worthwhile; the city would establish the district; the facility would have to get a license and inspection; and in the first year, the board would put the cost of the license/inspections/cups into the DDA budget.

City Manager Gamble discussed: the map with proposed boundary; 11 am – 10 pm Tuesday - Saturday; could be modified with a special event permit; special logos with participating establishments; and the approach from a trial basis.

There was a discussion of:

- The willingness of the businesses to try.
- Trying to grow the downtown.
- Designated consumption area
  - Whole area, including the pavilion area.
- Beverages in city parking lots.
- Current common areas are inclusive of the right-of-way.
- Road closures for special events.
- If you get a drink from one establishment you can't take it to another establishment that sells alcohol.

Attorney Seurnyck said it would need an ordinance amendment. She discussed putting a draft ordinance together for the February city commission meeting.

Motion by Commissioner Hyzer seconded by Commissioner Ruestman that the city commission direct the city manager to work with the city attorney to get suggestions brought up implemented into this and brought back to ordinance.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

### 13. Consideration of Property Option of Gibbs St. Parcels

City Manager Gamble said this initially came up with regards to consideration of another development. He said the development has not been able to achieve \$40 million of capital funding right now. He discussed the consideration of acreage over on Gibbs Street and said there is a diagram in your packet summarizing the acreage. He said there has been much discussion of the addition of industrial property within the city. Pleased to work with Matt from REMAX, who is here. He said this area is included in the city's joint master plan area. He said it would be a \$10,000 option for the purposes of acquiring all the property or the two parcels within the city. He said the current price as it stands right now is \$17,000 per acre if lots 1 & 2 are exercised; \$15,000 per acre if all 3 lots.

There was a discussion of:

- The industrial park – we are almost out of space.
- The cost of developing this property.
- It might not be the right time.
- This might bottle us in industrially.
- It does not have an area for additional housing stock.
- Residential is not consistent with the agreement.
- Land use planning conversations with Bingham Township.
- It is consistent with joint master plan.
- Concerns about the dollar amount.
- Economic development.
- Relationship with the township.
- This is not a firm negotiated price.
- The option period.
- Right of first refusal.
- No major road.
- The location.

City Manager Gamble said he has gotten to know Supervisor Silm well; we want to move forward positively; and he met with him and wanted to make sure he was comfortable to the city's consideration; hopeful of an agreement that would be mutually beneficial.

Matt from ReMax was present. He said they would be willing to consider a right of first refusal. He said the nice part of an option agreement is that it locks in the price. He said it is your option, not the seller's option and they are locked in at that number. He said you could renegotiate at that point. He said a right of first refusal could accelerate your timeline.

Attorney Seurnyck discussed a re-negotiation.

Motion by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission enter the agreement and accept the option as listed in the agreement

YEA: Hufnagel, Ruestman,

NAY: Gurski, Hyzer, Dzurka

Motion failed.

There was a discussion of:

- If the township would allow us to “425” the 32 acres that are now in the township.
  - A memorandum of understanding.
- Working towards a collaborative agreement for mutual benefit.
- Accelerating discussions with the township.
- Currently, there are bi-weekly meetings with the township that are being led by LEAP.
- The city/township subcommittee meeting.
- There is a large piece of land across from M-21 that has been for sale for a while.

#### 14. Clinton Avenue Downtown Lights – Pole Upgrades to Blocks 200 & 300

Commissioner Hyzer said we need to start looking at the TIF plan for DDA and capturing money. He said he knows the revenue is not all there yet, but they are starting to move in the general direction. He said the CIP (Capital Improvement Plan) has \$482,000 in projects for the downtown district. He said he would like to see some of that money come from the DDA and not all from the general fund as we move forward. He said the DDA is going to need to be more supportive of capital improvements downtown.

Heather Hanover, PSD/DDA Director discussed the funding for the DDA. She said the lights were not put in correctly and that amount would be their whole budget. She said parking lots have been talked about for years and streetlights are kind of a city issue. She said they are looking at planters, new trashcans, and benches. She said they are trying to look for grants.

City Manager Gamble said this is completion of all fixtures in the first three blocks. He said much of the electrical system problems are due to the manner the original lighting fixtures were installed.

There was a discussion of:

- The lights were originally installed in the early 2000’s.
- Streetlighting is talked about in their TIF
- DDA money can be spent in special ways that you can’t with tax dollars.

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the city commission approve the Clinton Avenue downtown lights.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### 15. DNR Infrastructure Volunteer Fire Capacity Grant Acceptance

City Manager Gamble said this is a 50/50 grant match for 2,000 feet of fire hose. Originally, we didn't think the city could apply for it, but they accepted the grant. He said it has to be done before the first of February.

Motion by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission accept the DNR Infrastructure Volunteer Fire Capacity Grant and to authorize the Mayor to sign the related project agreement. .

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### 14. City Manager Comments

City Manager Gamble discussed:

- MSU Practicum Update
- Magnibeam Update
  - Plan to invite them to present status and plans at the February Meeting.
- Brief update and plans for presentation next month on status on 2024 Street Millage Project and requested direction.
- Rail Car Update – Plan to meet with Clinton County Arts Council
- Update on budget process – Strategic Meeting rescheduling for February 5th
- Fantasy Forest Update – Meeting this Wednesday at Agro-Liquid.
- Provide key dates as a reminder.
  - MML Cap Con Reminder for commission sign up
- State Tax Commission – Certificate of Achievement – perfect score on 2023 PA 660 Assessment Audit Review
- Meeting with Congresswoman Slotkin – February 12 from noon to 12:45 (Any others available to attend?)
- MML Winter Institute for Municipal Executives – thank you.
- Safe Routes to School - follow up from meeting on 1/12/24.
- We have 4 elections this year. We have an opportunity to bring on someone part-time who has election experience.



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### 15. Commissioner Comments

Commissioner Ruestman thanked Chad for all that he's doing. She said it is a breath of fresh air to have so much going on. She said with the rental inspection, she appreciated what that is doing. She said it blows her mind about smoke detectors and that is why we have this program.

Commissioner Gurski echoed those comments. He said outstanding job to Chad. He said the ambulance board met last week and they are still looking to hire an assistant director. Also, an adjoining township is going to join the board.

Commissioner Hufnagel congratulated Kristina and the staff involved in the audit. He said it says a lot about your work as treasurer. He congratulated Mindy on getting part-time help for elections. He congratulated Chad on his six months of work and how well things are going in such a short period of time. He thanked them for having annual reports for us. He said for Heather to keep doing a great job. Thanks to all of you commissioners for great dialog.

Commissioner Hyzer congratulated Kristina on the audit. He discussed the preparation it takes for them to be in here for a week. To Justin and staff, the last couple of weeks has been pretty taxing on the guys and letting us be able to move around town. Appreciation to Ken and getting his license. He discussed those guys that put the time in and pass the test and get licensed.

Mayor Dzurka seconded everyone's comments. Kudos to the team and each of you. He thanked the team including Anne. He discussed the challenging Zoning Board of Appeals meeting last week. It was a very complex situation and the board voted unanimously. He said he thinks it is going to trigger additional work for the planning commission.

### ADJOURNMENT

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the meeting be adjourned.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 9:07 p.m.

## **CITY OF ST. JOHNS**

### **CITY COMMISSION MINUTES**

**FEBRUARY 5, 2024**

The special meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 5:00 p.m. at the Clinton County Courthouse, 100 East State Street, 2<sup>nd</sup> Floor, Suite #2200, St. Johns, Michigan.

COMMISSIONERS PRESENT: Eric Hufnagel, Brad Gurski, Scott Dzurka, Chris Hyzer

COMMISSIONERS ABSENT: Jean Ruestman

STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Justin Smith, Director of Public Services; David Kirk, Police Chief; Bill Schafer, Recreation Director; Jeremy Ritter, DPW Supervisor; Jordan Whitford, Fire Chief & Wastewater Supervisor; Calvin Galecka, Water Supervisor

#### Agenda

Mayor Dzurka asked if there were any additions or deletions to the agenda.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the agenda as presented.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### Public Comments

Mayor Dzurka asked if there were any public comments.

There were none.

#### Welcome, Meeting Overview

City Manager Gamble said this meeting would be best in September/October before our next budget process. He said we will be referring to the strategic plan.

#### Brief Review of 2020 City Master Plan & 2023/2024 City Action Plan

**CITY COMMISSION MINUTES  
SPECIAL MEETING**

**FEBRUARY 5, 2024**

**PAGE 2**

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City Manager Gamble said this is the next step in a multi-step process. He discussed 2020 Master Plan; 23/24 City Action Plan; and went through the status of the action plan items.

Mayor Dzurka said he appreciated the strategic plan update and flow. We have so many assets, what do we need to do. He discussed the strategic plan.

Presentation of FY 24/25 Draft Department Strategic Purchase Objectives

a. Police Department – Chief David Kirk

Chief Kirk discussed core priority; most valuable assets of staff/employees; community engagement; facility, work in progress; locker room update; parking enhancements; evidence storage; security – doors; parking lot re-painting; additional parking; and mural additions to lobby.

b. Parks and Recreation Supervisor – Bill Schafer

Director Schafer discussed city master plan and parks and recreation master plan; performance shell; park house; depot floor improvements; doors/windows of the depot; ADA drinking fountains in the park; ground spray features in the spray park; and adding irrigation to the softball field.

c. Public Services Department – Supervisor Jeremy Ritter

Supervisor Ritter discussed replacement of dump truck #81; hoist power unit; replacement of dump truck #78; mapping and televising of storm water system; and public works building design.

d. Wastewater Division – Supervisor Jordan Whitford

Supervisor Whitford discussed RBC train #1 replacement; cured in place lining of sanitary sewer; truck #147 replacement; overhead door replacement; replacement of two RBC pillow blocks; sludge transfer pump replacement; boiler and blower building roof replacement; SCADA system improvements; lift station PLC improvements; Townsend Road service area flow monitoring; and pump building heat pump replacement.

e. Fire Department – Chief Jordan Whitford

**CITY COMMISSION MINUTES  
SPECIAL MEETING**

**FEBRUARY 5, 2024**

**PAGE 3**

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Fire Chief Whitford discussed new SCBA's (self-contained breathing apparatus); and new cascade bottles.

f. Water Division – Supervisor Calvin Galecka

Supervisor Galecka discussed new main power pole and meters at the water plant; replace driveways at wells #2, #7 & #8; new service truck; installation of new 8" water main on Cass Street; installation of AMR, AMI meter readers; upgrades to the SCADA system; water main installation CIS Trail to Searles Estate; and lead and copper service line replacement.

Director Smith discussed lead and copper lines; 4" water main replacement and EGLE.

Presentation of Proposed Strategic Opportunities and Targets in FY 24/25

City Manager Gamble commended the team. He discussed strategic considerations: downtown investment, Brush Street; Fantasy Forest 2.0; cash funding of as many projects as we can; investment in our most valuable assets – our employees; strategic considerations FY 25/26 through FY 29/30; RBC; succession planning; DPW facility; M-21 reconstruction project; Inflow & infiltration removal plan; and street millage.

Breakout Sessions of Commissioners with Individual Department and Divisions

4 breakout sessions were set for commissioners to go from table to table for more details with the individual departments.

Commissioner Comments

Commissioner Hufnagel said this was a great set up for us. He said he loved the opportunity to engage one-on-one. He said it was very helpful and he appreciated the format. He said the information presented was very helpful and there was good dialog.

Commissioner Hyzer said it was nice to get to talk to those that he doesn't see and get to hear what they go through on a daily basis.

Commissioner Gurski said he appreciated the interaction and candid conversations with staff.

Mayor Dzurka said he appreciated the round robin atmosphere; the forethought you brought; culture and environment. Kudos to the team, great format.

**CITY COMMISSION MINUTES  
SPECIAL MEETING**

**FEBRUARY 5, 2024**

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Wrap Up and Next Steps

City Manager Gamble thanked everyone. He gave a reminder of the next steps: February 15<sup>th</sup> Personnel Advisory Committee; joint Planning Commission/City Commission public hearing February 26<sup>th</sup> at 4 pm; April 9<sup>th</sup> Finance Advisory Committee; April 22<sup>nd</sup> formal presentation; and May 20<sup>th</sup> public hearing and adoption.

Adjournment

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the meeting be adjourned.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 7:24 p.m.



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**February 26<sup>th</sup>, 2024**

<b>Department: Wastewater</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Wastewater Pump Building PLC Improvements.</i></b>	<b>[ X ] <i>Proposal from R.S Technical</i></b> <b>[   ]</b> <b>[   ]</b>	<b>[ N/A]</b>
<b>Prepared by: Jordan Whitford Wastewater Supervisor</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** Throughout the wastewater plant, you'll see large tanks, tall buildings, and complex pieces of equipment. Each of which serves its own role in effectively treating wastewater. Equally important yet often overlooked, programmable logic controllers (PLCs) are integral devices located throughout the facility. The PLC's enable seamless communication and control between different systems, feeding vital information to the plant's SCADA (Supervisory Control and Data Acquisition) system. They are vital for daily operations, ensuring efficiency, and critical for the activation of alarms when needed

Many of these components have been operational for over 15 years and have become obsolete, with their models discontinued and no longer supported. Recognizing the potential risks of outdated equipment, our staff, in collaboration with R.S Technical have taken proactive measures to plan strategic replacement in phases, aligning with the capital improvement plan. For the fiscal year 23–24, we have allocated \$50,000 to commence the initial stage of this critical upgrade process.

**BACKGROUND/DISCUSSION:** For over two decades, R.S Technical has been our dedicated partner as a SCADA contractor, responsible for the intricate programming of each PLC and other like equipment as well as the comprehensive development of our entire SCADA system. Their proficiency has not only been shown in routine service but has been exceptional during critical after-hours emergencies as well.

**STRATEGIC PLAN OBJECTIVE:** Public Facilities – Goal #1: Continue to offer High Quality Services and Facilities for Residents

**FISCAL IMPACT:** Funds were approved in the 23/24 fiscal year budget to complete the PLC upgrades.

**RECOMMENDATION:** Commission approval of the proposal from RS Technical for PLC replacement in the amount of \$50,105.02.

# QUOTATION

## RS Technical Services, Inc.

695 Lincoln Lake Ave.  
Lowell, Michigan 49331  
(616)-897-7041 Fax (616)-897-3015

Quote # **CO- 19240**

Date 1/8/2024

Job No:

To: **ST JOHNS WWTP**

Ship To: **SAME**

1000 North US 27

ST JOHNS MI 48879

Attn Jordan Whitford

Attn:

Phone (989) 224-7898

Fax: (989) 224-2204

Shipping Details

☐ No Partial ☒ Partials ☐ F.O.B. Dest ☒ F.O.B. Ship Point

Item#	Qty	Part Number	Description	Unit Price	Amount
1	1	1769-L33ER	Allen Bradley CompactLogix Processor: ethernet communications w/ DLR capability, 2 MB memory, 16 I/O expansion, 32 ethernet/IP nodes, 1GB SD card	5079.86	5079.86
2	3	1769-IQ16	Allen Bradley digital input module 16 x 24VDC inputs	405.39	1216.17
3	2	1769-PA4	Allen Bradley CompactLogix Power Supply Module: 120VAC line input, 4A @ 5VDC output	760.30	1520.60
4	1	1769-OW16	Allen Bradley CompactLogix Relay Output Module 16-outputs, DIN Rail mount	680.33	680.33
5	4	1769-OF4CI	ALLEN BRADLEY COMPACTLOGIX ANALOG OUTPUT MODULE: 4 isolated current channels	1865.62	7462.48
6	4	1769-IF4I	Allen Bradley CompactLogix Analog Input Module: 4 isolated, analog inputs	1571.03	6284.12
7	1	1769-CRL3	Allen Bradley CompactLogix second bank expansion cable, 3m long, right to left	311.42	311.42
8	2	1769-IQ16	Allen Bradley digital input module 16 x 24VDC inputs	405.39	810.78
9	1	1769-OW16	Allen Bradley CompactLogix Relay Output Module 16-outputs, DIN Rail mount	680.33	680.33

Subtotal: \$50,105.02

Estimated Shipping Charges \$0.00

Salestax: \$0.00

**\*\* Please sign and return so that we can proceed with your order. \*\***

**Net 30 Day Total: \$50,105.02**

Net 31 - 60 Day Total: \$50,856.60

Net 61 - 90 Day Total: \$51,619.44

PLEASE REFERENCE THIS CO NUMBER WHEN PLACING ORDER - MINIMUM ORDER \$25.00 - EXCLUDING SHIPPING

This quotation is valid for 30 days and subject to the attached terms and conditions. Thereafter it is subject to change without notice. Quoted pricing and or discounts are predicated on receiving a single order for the quantities as listed. Order deviations may result in price or discount changes. All freight is now prepaid and added to invoices. "Destination" customers: add freight charge to any parts price before issuing your purchase order. All returns subject to 25% restocking fee. Credit Card Order minimum is \$100.00. Thank you for this opportunity to quote.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Authorized

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Quoted By: continued on next page

# QUOTATION

## RS Technical Services, Inc.

695 Lincoln Lake Ave.  
Lowell, Michigan 49331  
(616)-897-7041 Fax (616)-897-3015

Quote # **CO- 19240**

Date 1/8/2024

Job No:

To: **ST JOHNS WWTP**

Ship To: **SAME**

1000 North US 27

ST JOHNS MI 48879

Attn Jordan Whitford

Attn:

Phone (989) 224-7898

Fax: (989) 224-2204

Shipping Details

☐ No Partial ☒ Partials ☐ F.O.B. Dest ☒ F.O.B. Ship Point

Item#	Qty	Part Number	Description	Unit Price	Amount
10	1	1769-IA16	Allen Bradley CompactLogix Digital Input Module: 16 x 120 VAC points	481.14	481.14
11	1	1769-ECR	Allen Bradley CompactLogix End Cap Right Side	57.79	57.79
23	180	FSH	ESTIMATED FIELD SERVICE & TRAVEL TIME: update Pump CP CAD drawings for new PLC, replace SLC/500 and ML1100 PLCs in Pump CP w/ single CompactLogix PLC, remove HMI, update Lab & Pump HMIs programming for new Pump PLC	139.00	25020.00
24	1	EQUIPMENT	Painted steel cover plate to cover enclosure opening left by removal of old PanelView HMI	500.00	500.00
25	0	NOTE	1-8-2024: revision 1 -- updated to eliminate network equipment & local HMI upgrades.	0.00	0.00

Subtotal: \$50,105.02

Estimated Shipping Charges \$0.00

Salestax: \$0.00

**\*\* Please sign and return so that we can proceed with your order. \*\***

**Net 30 Day Total: \$50,105.02**

Net 31 - 60 Day Total: \$50,856.60

Net 61 - 90 Day Total: \$51,619.44

PLEASE REFERENCE THIS CO NUMBER WHEN PLACING ORDER - MINIMUM ORDER \$25.00 - EXCLUDING SHIPPING

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The above prices, specifications and conditions are satisfactory and are hereby accepted.

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Quoted By: NATE SEIF

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**February 26<sup>th</sup> 2024**

<b>Department: Public Services</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: Budget transfer from Water/Sewer to Fire Department to purchase truck #34</b>	N/A [ ] [ ]	N/A [ ]
<b>Prepared by: Justin Smith Director of Public Services</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The Utility Divisions of the city are in need of a heavy-duty utility service truck. This truck will allow service crews to have necessary repair, replacement, and safety equipment all located within one unit greatly increasing efficiency and safety. In researching prospective trucks, staff discovered that the cost of purchasing a completed truck to meet our specifications is very cost prohibitive within our budgets approved in the 23/24 CIP.

Chief Whitford and staff discovered that the Fire Department would need to discontinue use of Truck #34 due to an unreliable pump that parts are no longer available for repairs. Although unfortunate for the Fire Department this has created a great opportunity for the Utility Divisions to purchase the cab and chassis then retrofit the truck with a service body. Truck #34 has very low hours and miles, coupled with a meticulous maintenance program this truck will have a very long service life for the Utility staff. This RCA is for the purchase of the cab and chassis only for \$30,000, staff will generate an additional RCA for approval of noted service body at a future Commission meeting.

**BACKGROUND/DISCUSSION:** N/A

**STRATEGIC PLAN OBJECTIVE:** Public Facilities Goal#1- Offer High quality facilities and services to city residents.

**FISCAL IMPACT:** Approved in the 23/24 Capital Improvement Plan were funds for the purchase of a Heavy-Duty Utility Service Truck.

**RECOMMENDATION:** Approval of the transfer of \$30,000 from Water and Sewer to Fire for the purchase of Fire Truck #34.

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**Monday, February 26<sup>th</sup>, 2024**

<b>Department: Police</b>	<b>Attachments: Toshiba Investment Schedule</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Police Department Copier Agreement Renewal</i></b>	<b>[X] Toshiba Investment Schedule</b> <b>[X] C.A. Reviewed Agreement</b> <b>[ ]</b>	<b>[X]</b>
<b>Prepared by: David Kirk Chief of Police</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The primary copying machine/printer is an integral part of the administrative processes for the department. We are nearing the end of the former 4-year contract and will need to select a replacement. Because this will result in a new contract with the selected vendor, we are bringing the proposed replacement and related agreement before the City Commission for approval.

**BACKGROUND/DISCUSSION:** As with all components of the administrative operation, Police Department staff will do a reflective assessment of the equipment to see if there are any needs present that are not being met while being fiscally responsible to assure the requested replacement makes the most of city funds dedicated to it. As part of this process, staff has located another vendor that provides a replacement that comes with the ability to generate editable PDFs with a monthly rate that is \$18.32 less than our current monthly payment. Our current provider does offer that feature, but it is an added premium which would further increase the cost disparity between the units.

It should be noted that the agreement related to this proposal has been submitted for review with the City's Legal counsel and found to be legally sufficient.

**STRATEGIC PLAN OBJECTIVE:** This request aligns with the Public Facilities portion of the City Master Plan. Specifically, Goal #1 sets the objective of continuing to offer high quality services and facilities for residents. This proposal would assist the department in assuring that we are updating our equipment so that we are remaining current with the most favorable technology available for this equipment that is within budgetary parameters.

**FISCAL IMPACT:** This proposal and its related proposed monthly expense of \$176.84 is ongoing and has been part of the Police Department budget. The renewal of this contract is anticipated, and the funds are available, planned and annually budgeted in line item 101-301-933.004 "Copier Maintenance Contract".

It should be noted that as part of this agreement, Toshiba has agreed to pay the remaining months on our previous contract so that we could initiate the transition upon approval of the City Commission.

**RECOMMENDATION:** Staff recommends the City Commission approve the proposed agreement with Toshiba and authorize the Mayor to sign the same.



# INVESTMENT SCHEDULE



PREPARED FOR

**City of Saint Johns**

January 25, 2024

PREPARED BY

Sydney McKenna

248-752-9026

[sydney.mckenna@tbs.toshiba.com](mailto:sydney.mckenna@tbs.toshiba.com)

**TOSHIBA**



# INVESTMENT SCHEDULE

## City of Saint Johns

### Current Scenario

#### Savin IMC2000 Color MFP

• Lease	\$195.16
• Includes 3,000 mono & 450 color per month	\$0.00
• Overages billed @ .01 mono & .075 color	\$0.00
<b>Total Monthly Expenses</b>	<b>\$195.16</b>

### Proposed Solution

#### Model Details

- (1) Toshiba e-STUDIO3025AC
  - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher

#### Service Details

Pool Name	Monthly Pages Included	Quarterly Overage Per Page
Mono Pool	3,000	\$0.00830
Color Pool	450	\$0.04400

<b>Total Monthly Investment</b>	<b>\$176.84</b>
---------------------------------	-----------------

- Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, and applicable taxes.
- Includes Two 550 Sheet Soft Close Drawers & Stand
- Editable PDF & Mobile Print
- Over \$19 a Month in Savings

# TOSHIBA

## THE SMALL WORKGROUP MFP THAT THINKS BIG

Toshiba's new 30PPM e-STUDIO3025AC gives you the features and outstanding color quality you want packed in a very compact offering. At 30PPM it's ideal for small workgroups. Add the Inner Finisher option and you get functionality that printer-based MFPs can't match in the same size footprint.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats.

### FEATURES AT A GLANCE

- Full Color A3 MFP
- 30PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan, Fax



**e-STUDIO3025AC**

#### POPULAR OPTIONS

Inner Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder





# TOSHIBA

## SERVICE

### PROFESSIONAL, ACCOUNTABLE, RESPECTFUL

#### BACKBONE OF THE BUSINESS

Getting it right the first time is the goal of our team of Toshiba Service Technicians. These tenured professionals focus on creating the best customer experience for our clients, with minimal downtime.

#### WHY CHOOSE TOSHIBA

Employees are empowered to do what's right for the client

Team members are certified in Toshiba and partner devices

30% of all service issues are often solved remotely via Help desk

Clients know when to expect us with our courtesy call-ahead

#### ABOUT OUR TEAM

Toshiba service technicians are part of the communities they serve. Here are some other interesting facts you may not know...

40%

40% of our employed field service team members are Veterans

15

Our technician tenure averages 15 years of experience

4.85

Toshiba technicians average a 4.85 out of 5 client satisfaction rating

\*\*About our techs statistics from 2021

Looking for a Toshiba service technician in your area? Find an office near you.  
[tbs.toshiba.com](https://tbs.toshiba.com)



**TOSHIBA**

# OUR QUALITY COMMITMENT

The Toshiba Quality Commitment is our guarantee that you're getting the utmost in advanced technology, dependability, service and support. Toshiba stands squarely behind our promise with the assurance of complete satisfaction. Everything we do contributes to that goal—from setting the industry standard for research and development, to providing timely access to Toshiba support personnel. Look around. Nothing compares to Toshiba...quality guaranteed.

**NO FINE PRINT. NO STRINGS ATTACHED.  
HERE'S HOW THE GUARANTEE WORKS.**

## **FREE REPLACEMENT**

If your Toshiba manufactured copier, facsimile, printer, thermal barcode printer or its accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specifications, Toshiba will replace the copier, facsimile, printer, thermal barcode printer or accessory at no charge with a model of equal or better features and specifications.

## **FREE LOANER**

If your Toshiba manufactured copier, facsimile, printer or thermal barcode printer is out-of-service more than two (2) consecutive business days after notifying your Authorized Toshiba Servicing Dealer or requires off-site service, a loaner copier, facsimile, printer or thermal barcode printer will be provided by the Authorized Toshiba Servicing Dealer at no additional charge.

## **TERM OF PROGRAM**

The term of this program is: a) for purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or b) for leased or rental equipment, three years or the length of the original lease starting from the equipment installation date, whichever is longer.



# TOSHIBA

## TOSHIBA SERVICE



**Toshiba is recognized as a service leader, as evidenced by numerous industry awards and an outstanding performance record.**

When a Toshiba system needs service clients can rest assured our number one priority is to minimize any inconvenience and downtime. Respond, Respect, Resolve is our team mantra from our client service centers located across the country to our factory-trained certified technicians. We have proven the effectiveness of our service model on thousands of contracts where we provide equipment services and fleet optimization. Toshiba has various levels of service to meet client needs, and with Toshiba's eBridge Cloud Connect tool we can often detect and remotely fix an issue before clients even notice, reducing their burden and increasing uptime.

### **Toshiba service includes:**

- **Client Service Call centers with Toshiba Business Solutions marketplaces to receive calls directly from clients and then dispatch service technician if site visits are required.**
- **Local service teams within each TBS market.**
  - Technicians assigned to territories closest to their homes
  - Professionally trained teams with average tenure of 15 years
- **Call-ahead notification from responding technician so you'll know when to expect us.**
- **Local parts warehouses.**
  - Individual technician car stock on most popular replacement parts to ensure maximum uptime
  - Direct ship of needed parts to a technician's home
- **Preventative Maintenance to ensure systems are always running at optimum levels. This includes identifying potential problems and correcting them before they occur.**
- **Escalation management process that is clearly defined to resolve poor performance issues quickly, efficiently, and to your complete satisfaction.**



**TOSHIBA**

## **TOSHIBA TONER IS AVAILABLE AND MANUFACTURED IN THE USA**



With recent toner shortages impacting users across the country, know that our toner is available to you and made right here in Mitchell, SD.

The largest of Toshiba's two global manufacturing plants, it produces more than 1,200 tons of toner annually – that's nearly a million cartridges of black, cyan, yellow, and magenta that make your prints stand out.

The plant in Mitchell focuses on premium levels of quality, environmental sustainability, and occupational health and safety standards within its 25-acre facility. It holds several ISO certifications, and recently celebrated its 35th anniversary.

### **DEDICATED TO KEEPING YOUR BUSINESS RUNNING**

Our US toner manufacturing plant means you're never far from product availability. And, with Toshiba manufactured toner, you're guaranteed the best product for your device.

Our toner:

- **Follows strict ISO manufacturing guidelines**
- **Meets rigorous testing**
- **Delivers high-quality product for consistent results**

From the vibrant colors to beautiful imagery, it takes quality toner to make an impact. And that's what we deliver.



**IF YOU'RE INTERESTED IN LEARNING MORE, PLEASE REACH OUT TO  
YOUR TOSHIBA EXPERT TODAY FOR ALL YOUR NEEDS!**

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

3060332

AGREEMENT NUMBER

## CUSTOMER CONTACT INFORMATION

Legal Company Name: **City of St. Johns** Fed. Tax ID#: **38-6004648**

Contact Person: Bill-To Phone: Bill-To Fax:

Billing Address: **100 E State St Ste 1100** City, State - Zip: **Saint Johns, Michigan 48879-2525**

Equipment Location: **409 S. Whittmore Street** City, State - Zip: **St. Johns, MI 48879**  
(if different than above)

## TBS LOCATION

Contact Name: **Sydney McKenna** Location: **Detroit**

## EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
Toshiba e-STUDIO3025AC	ESTUDIO3025AC		

☐ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

## LEASE TERM & PAYMENT SCHEDULE

Number of Payments: **63** of \$ **176.84** \* Security Deposit\*\*: \$ **0.00** ☐ Received *\*plus applicable taxes*

Payments includes: <b>3,000</b>	B&W Images per Month	Excess Images at: \$ <b>0.00830</b>	* per B&W Image	<b>End-of-Lease Options:</b> You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.
Payments includes: <b>450</b>	Color Images per Month	Excess Images at: \$ <b>0.04400</b>	* per Color Image	
Payments includes:	Scan Images per Month	Excess Images at: \$	* per Scan Image	
Payments includes:	B&W Print Images per Month	Excess Images at: \$	* per B&W Print Image	
Payments includes:	Color Print Images per Month	Excess Images at: \$	* per Color Print Image	
Origination Fee: Up to \$99.00 (included in First Invoice)		Lease payment period is monthly unless otherwise indicated.		
Excess Images billed: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually				

\*\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

## LESSOR ACCEPTANCE

Toshiba Financial Services Signature: Title: Date:

## CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name: Signature: **X** Title: Date:



## TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service," you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscription services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
25. **Maintenance and Supplies Agreement ("MSA") with TBS:**
  - a) TBS agrees to provide full service maintenance including tuning, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
  - b) Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
  - c) If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
  - d) Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
  - e) Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
  - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

\*\*\*CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT\*\*\*

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	Toshiba e-STUDIO3025AC
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	

**Insurable Value:** \$23,767.00

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:**  
Toshiba Financial Services and/or its assigns  
1310 Madrid Street, Suite 101  
Marshall, MN 56258
- Please e-mail a copy of the above-referenced Certificates of Insurance to City of St. Johns, and ef.insurance.group@onlinecomment.com, referencing Application # 3060332 on the cover sheet, as soon as possible. If you have any questions, please contact us at: 1-800-828-8246.

**By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above.** In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

City of St. Johns,  
Customer

**X**

Signature

Title

Date

**\*Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.**

Sales Representative: Sydney McKenna

SALES PACKET NUMBER

DATE

**CUSTOMER INFORMATION**

Customer Name: City of St. Johns	Customer Contact:	
Billing Address: 100 E State St Ste 1100	Phone #:	Ext. Customer PO #:
Suite #:	Meter Contact:	Meter Phone:
City: Saint Johns State: Michigan Zip: 48879-2525	Meter Email:	

**METER COLLECTION CHOICES:**

Let your  
printers and  
copiers do  
the reporting  
for you.



**What is Toshiba's Automated Meter Read Program (AMR)?** As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

**How much does Toshiba AMR cost me?**

Nothing. Ever.

**What information does AMR gather?**

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

**Is the transmission secure?**

Yes. Data is completely secure.

**Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:**

**1 Automated Meter Read (e-Bridge CloudConnect)**

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

**2 Automated Meter Read (On Site Software)**

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

**3 Meters Online (MOL)**

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

**TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.**

**ELECTRONIC INVOICING CHOICE:**

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☒ Yes☐ No

Upon receipt of first TFS Lease invoice, visit [www.financing.eportaldirect.com](http://www.financing.eportaldirect.com) or call 1-800-328-9092 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

☐

PDF copy of invoice sent to email listed below

Invoice Portal Access:

☒

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: alech@sjpolice.org

**CUSTOMER ACCEPTANCE:**

Print Name:

Signature:

Title:

Date:





## STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

### CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

**Option B:** Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

**Base Device Configuration Includes:**

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

**Print Driver Installation Includes:**

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

**Administrator Training Includes:**

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

### STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

### TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

**Inclusions – Hardware:** Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

**Inclusions – Software:** Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

**Service Availability:** Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

**Exclusions:**

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.



## REMOVAL REPORT

RR-2.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Sydney McKennaCustomer Name: City of St. Johns

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

## EQUIPMENT DETAILS

Physical Location:

Address: 409 S. Whittmore StreetPhone #: +1-989-224-8944

Ext.

Fax #:

Address 2:

Contact: April LechCity: St. JohnsState: MIZip: 48879email: alech@sjpolice.orgLeasing Company: Toshiba Financial ServicesLease #: .Make/Model: Savin IM C2000EOL Option: Has Secure HDDRemoval Type: Competitive LeaseDisposition: Return to Lease CompanySerial #: 3080R500078

EOL Charge:

Buyout Type: Buyout to ReturnPaid By: TBS to CustomerReplaced By: Toshiba e-STUDIO3025AC

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Special  
Instructions:☐

SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

## DECLINATION

☐ Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:

Signature: X

Title:

Date:

## CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:

Signature: X

Title:

Date:

## TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:

## TERMS AND CONDITIONS

### FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

### FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

## EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal



Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between City of St. Johns, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

<b>Toshiba Financial Services</b>	
Lessor	
<hr/>	
Signature	
<hr/>	
Title	Date

<b>City of St. Johns</b>	
Customer	
<div>X</div>	
Signature	
<hr/>	
Title	Date



# TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

#R191103 REGION 4 / NATIONAL IPA MPSA ORDER FORM Ver 060420

Complete this form with Applicable Schedules, obtain Member signature(s), email signed order to: [nationalipa.orders@tabs.toshiba.com](mailto:nationalipa.orders@tabs.toshiba.com)

Sales Representative: Sydney McKenna

MEMBER NUMBER

5336969

ORDER DATE

## MEMBER INFORMATION

### Bill to Information:

Customer Name: City of St. Johns

Billing Address: 100 E State St Ste 1100

Address 2:

City: Saint Johns

State: Michig Zip: 48879-2525

Phone #: Ext. Fax:

Contact:

eMail:

Customer PO #: Tax ID #: 38-6004648

### Ship to Information:

Customer Name: City of St. Johns

Shipping Address: 409 S. Whitmore Street

Address 2:

City: St. Johns

State: MI Zip: 48879

Phone #: +1-989-224-8944 Ext. Fax:

Contact: April Lech

eMail: [alech@sjpolice.org](mailto:alech@sjpolice.org)

Delivery Date: Ship Term:

Customer agrees to use the services of Toshiba for the purposes of providing the Managed Print Services and deliverables (hereafter collectively known as the "MP Services") which are set forth on this MPSA Order Form and the attached applicable Finance Agreement, Order, and/or Schedule/Supplement (collectively an "MPSA Order"). Customer agrees that such MP Services shall be provided pursuant to the terms and conditions of (i) Region 4 Copiers Contract #R191103 between Toshiba and Region 4 Education Service Center (ESC) effective June 1, 2020 (the "Region 4 Copier Contract"); (ii) the Master Print Services Agreement ("MPSA"); and (iii) this signed MPSA Order with its Attachments and/or Schedules. The Region 4 Copier Contract and the MPSA are incorporated into this MPSA Order by reference. Customer's acceptance of this MPSA Order shall be authorization for Toshiba's performance of the MP Services. The order of precedence for the applicable documents shall be (i) a Finance Agreement with its Schedule or Supplement; (ii) the Region 4 Copier Contract; (iii) the MPSA and (iv) an Order with its Schedule. Customer hereby acknowledges its receipt and acceptance of the MPSA.

## MPSA ORDER

OPTIONS	ORDERS & SCHEDULES	MEMBER INITIALS	NOTES
1. Managed Print Services - Existing Equipment (MPS)	1 - MPS Order		
	1A - MPS Equip Schedule		
2. Product Purchase Order	2 - Purchase Product Order		
	2A Product Schedule		
	Maintenance Activation		
FINANCE AGREEMENTS			
3. MASTER Lease with Maintenance Agreement (LWM)	3 - Master LWM Agreement		
	3A - Master LWM Schedule		
4. MASTER FMV Lease Agreement	4 - Mstr FMV Lease Agreement		
	4A - Mstr FMV Lease Schedule		
5. Lease with Maintenance Agreement	5 - Lease with Maint Agreement		<-- Please initial here
	5A - Lease with Maint Supplement		
6. FMV Lease Agreement	6 - FMV Lease Agreement		
	6A - FMV Lease Supplement		
7. State and Local Government Addendum (SLG)	SLG Addendum		<-- Please initial here
Consultant / Professional Services Engagements	SOW		
Solutions Purchase			
Supplies and Parts			
Consultant / Professional Services Engagements			

## CUSTOMER ACCEPTANCE

Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order

Print Name:

Signature: X

Title:

Date:

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of St. Johns</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>100 E State St Ste 1100</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Saint Johns, Michigan 48879-2525</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
3	8		-	6	0	0	4	6	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Michigan Sales and Use Tax Certificate of Exemption

**DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records.** This certificate is invalid unless all four sections are completed by the purchaser.

### SECTION 1: TYPE OF PURCHASE

☐ A. One-Time Purchase

Order or Invoice Number: \_\_\_\_\_

☐ C. Blanket Certificate

Expiration Date (maximum of four years): \_\_\_\_\_

☐ B. Blanket Certificate. Recurring Business Relationship

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

### SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. ☐ All items purchased.

2. ☐ Limited to the following items: \_\_\_\_\_

### SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. ☐ For Resale at Retail. Enter Sales Tax License Number: \_\_\_\_\_

2. ☐ For Lease. Enter Use Tax Registration Number: \_\_\_\_\_

The following exemptions DO NOT require the purchaser to provide a number:

3. ☐ For Resale at Wholesale.

4. ☐ Agricultural Production. Enter percentage: \_\_\_\_\_%

5. ☐ Industrial Processing. Enter percentage: \_\_\_\_\_%

6. ☐ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).

7. ☐ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).

8. ☐ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form).

9. ☐ Rolling Stock purchased by an Interstate Motor Carrier.

10. ☐ Other (explain): \_\_\_\_\_

### SECTION 4: CERTIFICATION

*I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.*

Business Name		Type of Business (see codes on page 2)
Business Address		City, State, ZIP Code
Business Telephone Number (include area code)		Name (Print or Type)
Signature and Title		Date Signed

## Instructions for completing Michigan Sales and Use Tax Certificate of Exemption

**Purchasers** may use this form to claim exemption from Michigan sales and use tax on qualified transactions. It is the Purchaser's responsibility to ensure the eligibility of the exemption being claimed. All claims are subject to audit. Non-qualified transactions are subject to tax, statutory penalty and interest.

**Sellers** are required to maintain records, paper or electronic, of completed exemption certificates for a period of four years. Michigan does not issue "tax exempt numbers" and a seller may not rely on a number for substitution of an exemption certificate. Other documentation that sellers in the State of Michigan may accept are the Uniform Sales and Use Tax Certificate approved by the Multistate Tax Commission, the Streamlined Sales and Use Tax Agreement Certificate of Exemption, the same information in another format from the purchaser, or resale or exemption certificates or other written evidence of exemption authorized by another state or country.

### SECTION 1:

Place a check in the box that describes how you will use this certificate.

A) Choose "One-Time Purchase" and include the invoice number this certificate covers.

B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser.

C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there is a period of more than 12 months between sales transactions.

Print the vendor's name and address in the area provided.

### SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

### SECTION 3:

Place a check in the box that applies and provide the additional information requested for that exemption. The exemptions listed are the most common. If the exemption you are claiming is not listed use "Other" and enter the qualifying exemption.

### SECTION 4:

Use the number that describes your business or explain any other business type not provided.

01	Accommodations	09	Transportation
02	Agricultural	10	Utilities
03	Construction	11	Wholesale
04	Manufacturing	12	Advertising, newspaper
05	Government	13	Non-Profit Hospital
06	Rental or leasing	14	Non-Profit Educational
07	Retail	15	Non-Profit 501(c)(3) or 501(c)(4)
08	Church	16	Other

Print the name of the business, address, city, state and zip code. Sign and provide your title (i.e. owner, president, treasurer, etc.). Provide your printed name and date the certificate.

**DO NOT SEND THIS EXEMPTION CERTIFICATE TO THE DEPARTMENT OF TREASURY.**

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**February 26, 2024**

<b>Department: Water</b>	<b>Attachments</b>	<b>Submitted to CA for Review</b>
<b>Subject: 3-year Cross Connection Control Program agreement</b>	<b>[ X ] : H2O Compliance 3- year Cross Connection Control Program agreement</b>	<b>N/A</b>
<b>Prepared by: Calvin Galecka, Water Supervisor</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** All public drinking water systems in the State of Michigan are required by EGLE to operate and maintain a cross connection control plan (CCCP) within the guidance's set forth by the EPA and EGLE. With the help of H2O Compliance Services our CCCP ensures safe drinking water through-out the City by ensuring that facilities connected to the City of St Johns' Drinking Water System requiring back-flow protection, are in compliance.

Over the 3-year plan with H2O Compliance the City will complete the 59 inspections a year as required by EGLE. These inspections are a combination of residential and commercial sprinkler systems, industrial and medical facilities. Inspections are conducted on a quarterly basis by H2O Compliance. Annually H2O Compliance sends every resident and business a back flow inspection form to have their back flow device tested by a licensed plumber it ensures the device is operating properly. Additionally, H2O Compliance completes the Cross Connection Annual Report for the City and submits it to EGLE.

To remain in compliance with EGLE, H2O Compliance has presented us with a 3-year extension of our current contract. This will be the third consecutive contract with H2O compliance, they have exceeded the expectations of the City of St Johns' Water System contractors.

**BACKGROUND/DISCUSSION:** H2O Compliance has served as our contractor for our cross-connection program for 9 years. They have consistently demonstrated exceptional performance and reliability. Aside from their technical expertise, H2O Compliances staff is also professional and punctual during their on-site operations and have proven dedicated to the City's cross connection needs.

**STRATEGIC PLAN OBJECTIVE:** Public Facilities – Goal #1: Continue to offer High Quality Services and Facilities for Residents

**FISCAL IMPACT:** The costs associated with the contract renewal are broken into two categories.

- Commercial Cross Connection Control Plan- \$4,937.40 per year or \$14,812.20 over 3 yrs
- Residential Cross Connection Control Plan- \$1,249.80 per year or \$3749.40 over 3 yrs

Both plans have been budgeted for and approved in the 23/24 Fiscal Budget.

**RECOMMENDATION:** Approval of the 3-Year contract extension with H2O Compliance to complete our Cross Connection Control Plan and authorize Mayor to sign.

## 5. Fee Proposal Cross-Connection Control Program

### Cross Connection Control Program

Perform one hundred seventy seven (177) inspections over a three (3) year period at commercial facilities.

Year 1: Program administration January 1, 2024– December 31, 2024	\$4,937.40
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Year 2: Program administration January 1, 2025 – December 31, 2025	\$4,937.40
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Year 3: Program administration January 1, 2026 - December 31, 2026	\$4,937.40
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<b>Total program cost</b>	<b>\$14,812.20</b>
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<b>We will bill in twelve (12) monthly increments of</b>	<b>\$411.45</b>
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### Residential Program Costs

Manage backflow assembly testing data for residential water customers and inspect on a needed basis up to ten (10) per year. Any residential inspections after the quota of ten has been met will be completed at a rate of \$75.00 per inspection.

Year 1: Program administration	\$1,249.80
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Year 2: Program administration	\$1,249.80
--------------------------------	------------

Year 3: Program administration	\$1,249.80
--------------------------------	------------

**We will bill in twelve (12) monthly increments of \$104.15**

<b>Total program cost</b>	<b>\$3,749.40</b>
---------------------------	-------------------



## 6. Authority to Execute

The parties agree that the signatures appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

**City of St. Johns**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
*Accepted by Name*

\_\_\_\_\_  
*Accepted Signature:* *Date*

**H2O Compliance Services**  
1450 E. South Street P.O. Box 338  
Owosso, MI 48867

Phn: 989.729.7527  
Fax: 989.723.5125

By: Parker Brown 12/11/2023  
*Parker Brown, Municipal Director* *Date*

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**2/26/2024**

<b>Department: Parks and Recreation</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: MDOT Non-Motorized Maintenance Agreement</b>	<b>Non-Motorized Path Agreement</b>	<b>[ X ]</b>
<b>Prepared by: Bill Schafer Parks and Recreation Director</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** This Contract is required between the Michigan Department of Transportation and the City of St Johns in order to establish the agency responsible for maintaining the non-motorized path to be constructed along Highway US-127 BR.

The contract designates the City as the responsible agency for the cost of maintaining the trail. The City will enact an ordinance to restrict motorized vehicles (maintenance vehicles excluded), make sure bicycles are not excluded from using the trail and that we cannot not rent or sublease the facility. Upon completion of the trail we will inspect, maintain, and operate the trail in accordance with all State and Federal laws and regulations. The City must also agree to keep the structures and the project area in good condition both in safety and appearance and will not change the use of the trail. Failure to abide by these items could result in termination of the contract.

This agreement has been reviewed by the City Attorney and has approved it to form.

**BACKGROUND/DISCUSSION:** This agreement is part of the trail connector project that The City received funding for from our successful 2021 Michigan DNR Trust Fund Grant application. The maintenance of the trail is a standard requirement for all DNR trust fund projects.

**STRATEGIC PLAN OBJECTIVE:** Master Plan Goals and Objectives – Parks and Recreation

1. Provide safe, inclusive, community-based recreational opportunities that improve the overall quality of life for all St. Johns-area residents.
2. Promote development of a non-motorized pathway system throughout the city to encourage interaction and participation, improve pedestrian safety, and strengthen non-motorized linkages between City parks and other recreational facilities.
4. Enhance the quality of local neighborhoods through establishment and maintenance of quality neighborhood parks conveniently located to all City residents.
6. Strengthen the role of the City of St. Johns as a regional provider/coordinator of recreational opportunities and develop a plan that maximizes the impact of existing and future recreation providers.

8. Promote healthy, active lifestyles through the St. Johns Parks and Recreation facilities and programs.

**FISCAL IMPACT:** The City's maintenance requirements of this trail will consist of routine maintenance and major maintenance associated generally with sidewalks that will be incorporated in with sidewalk maintenance appropriations in future budgets. The trail will be required to be cleared of snow and other debris on occasions. These efforts are not anticipated to require any additional staffing.

**RECOMMENDATION:** Staff recommends the City Commission approve the Non-Motorized Maintenance Agreement between the City and the MDOT and authorize the mayor to sign.

NON-MOTORIZED PATH  
MAINTENANCE  
PERMIT

DA  
Control Section 19031  
Permit Ref. Number 94256  
Contract 24-5043

THIS Contract is made and entered by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ST. JOHNS, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of a non-motorized path to be constructed by the AGENCY along Highway US-127 BR.

WITNESSETH:

WHEREAS, the AGENCY is proposing the construction of a non-motorized facility along Highway US-127 BR, within DEPARTMENT right of way (ROW); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct of the non-motorized facility are hereinafter referred to as the "PROJECT" and are further described and located as follows:

Non-motorized path construction work along Highway US-127 BR from Townsend Road to Scott Road, including signing, pavement marking, sidewalk, rain garden, and bench installation work; together with necessary related work, located within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work. It is understood that portions or all the PROJECT work will be placed under contract by the AGENCY. The performance of the construction of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 94256.

3. The AGENCY hereby agrees that immediately upon execution of this Contract, it will:

- A. Enact, and keep in full force and effect, such ordinances or regulations as may be necessary to assure that no motorized vehicles (except those for maintenance purposes, and, where snow conditions and state and local regulations permit, snowmobiles) shall be permitted on the facility being constructed as the PROJECT.
- B. Determine if any existing ordinances restrict use of the facility by bicycles, and, if so, that it will amend such ordinances and keep it in full force and effect to allow use by bicycles.
- C. Enact no ordinance which prohibits the use of bicycles on the facility constructed as the PROJECT.
- D. Enforce Act 300 P.A. 1949 (MCLA 257.660) with respect to bicycles on the roadway portion of highway.

4. The AGENCY agrees not to rent or sublease the facility constructed as the PROJECT.

5. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT and such inspection, maintenance, and operation in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the Lansing Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline right of way boundaries will be kept in good condition, both as to safety and appearance, and that maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and right of way. The AGENCY will obtain a permit from the DEPARTMENT for any future maintenance work within the trunkline right-of-way.

- B. In the event that the AGENCY fails in its maintenance obligations, the DEPARTMENT at its discretion, at the AGENCY'S sole cost, may enter said ROW and perform such work as may be necessary to assure compliance with the above or terminate this Contract.
- C. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve the AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- D. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT. Such inspection and approval are made for the DEPARTMENT'S own purposes and shall not relieve the AGENCY of its duties and obligations under the terms of this Contract. Further, such actions by the DEPARTMENT shall not be construed as a warranty as to the propriety of the AGENCY'S performance. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- E. The AGENCY shall be responsible for ensuring the safety and security of the users of the PROJECT location, and to maintain the PROJECT location in a safe operating condition.

6. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

7. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the right of way for the PROJECT unless specified herein or approved by the DEPARTMENT.

8. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written



notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

9. It is expressly understood that use of the Trunkline right of way is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such right of way is required for the construction, operation, and/or maintenance of any present or proposed Trunkline or Trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT can be removed without reimbursement to the AGENCY.

10. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

11. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility companies when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline right of way and Trunkline facility.

12. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT right of way, other than as a non-motorized pedestrian facility, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

13. Each party to this Contract shall remain responsible for any claims arising out of their own acts and/or performance of this Contract, as provided by law. This Contract is not intended to increase either party's liability for, or immunity from, tort claims. This Contract is not intended nor shall it be interpreted as giving either party a right of indemnification, either by contract or at law, for claims arising out of the performance of the Contract.

14. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ST. JOHNS

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
*for* Department Director, MDOT

By \_\_\_\_\_  
Title:





**St. Johns Principal Shopping District and Downtown Development Authority**  
**109 E. State, PO Box 477 – St. Johns, MI – 48879 (989) 224-8944 ext. 233 [www.DowntownStJohnsMI.com](http://www.DowntownStJohnsMI.com)**

**BOARD OF  
DIRECTORS  
2023 - 2024**

**Chairman**  
Jason Butler  
Butler Financial

**Vice-Chairman**  
Tyler Barlage  
Community Christian  
Church

**Secretary-Treasurer**  
Bruce Delong  
Clinton County  
Commissioner

**Directors**  
Emily Baudoux  
Rise Up Co

Ed Brandon  
Gilroy's Hardware

Chad Gamble  
City of St. Johns

Erika Hayes  
Jackson Hayes  
Attorneys

Tracy Kossaras  
Kurt's Appliance

Nancy McKinley  
The Castle Residence

Corinne Trimbach  
Mint Door  
Boutique

Craig Smith  
Main Street Café

**COMMITTEES**

**Marketing**  
Tyler Barlage-Chair  
Erika Hayes  
Emily Baudoux  
Ethan Painter  
Vicki Schaffer

**Events**  
Tracy Kossaras-Chair  
Corinne Trimbach-Chair  
Nancy McKinley  
Jason Butler  
Jaime Madar  
Brent Hurst

**Executive, Finance,  
Strategic Planning**  
Jason Butler-Chair  
Tyler Barlage  
Bruce Delong  
Chad Gamble  
Tracy Kossaras  
Corinne Trimbach

**CONTACT INFO**  
**Executive Director**  
Heather Hanover  
989-224-8944x 233  
Email: [psdcityofsj@gmail.com](mailto:psdcityofsj@gmail.com)

February 14, 2024

To: City Manager Chad Gamble and the City Commissioners,

At the last meeting of the St Johns Principal Shopping District /Downtown Development Authority, the board voted to recommend 2 new members to our board. Brent Hurst is a long-time business owner in the downtown(Oh Mi Organics) and has been very active on our Events and Marketing Committees. Monica Ladiski is a new downtown business owner; she represents Lotus Health and Hydration. In Monica's short time downtown, she has already been instrumental on our Events and Marketing Committees. The board would appreciate your approval of the appointment of Brent Hurst and Monica Ladiski to the PSD and DDA boards.

The board also considered the resignation of long-time board member Craig Smith. Craig has expressed a willingness to still be active in the downtown whenever needed. The board accepted his resignation and would like to thank him for his many years of service on the board.

If approved please replace Craig Smith's board position with Brent Hurst, term expiring 6-30-24 and replace Mariah Leiby's board position with Monica Ladiski, term expiring 6-30-26.

Sincerely,

Heather Hanover  
Executive Director

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**February 26<sup>th</sup>, 2024**

<b>Department: Wastewater</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Townsend Road Lift Station Service Area Collection System Flow Monitoring.</i></b>	<b>[ X ] <i>Proposal from FTC&amp;H</i></b> <b>[   ]</b> <b>[   ]</b>	<b>[ Yes]</b>
<b>Prepared by: Jordan Whitford, Wastewater Supervisor</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The sanitary sewer collection system comprises 43 miles of sewer and includes five lift stations. Of these, the entire network lying south of Sturgis Street flows to the Townsend Road lift station. This lift station is tasked with pumping all sanitary sewer from the southern end of town to the treatment plant. During significant wet weather events, such as heavy rainfall or when rainfall coincides with snowmelt, the flow at the lift station can increase dramatically. On occasion, this wet weather flow exceeds the station's pumping capacities requiring the implementation of bypass pumping to the storm detention basin which leads to a Sanitary Sewer Overflow (SSO). Such events must be reported to the Department of Environmental, Great Lakes, and Energy (EGLE).

The surge of wet weather flow at the Townsend Road lift station confirms the presence of I&I (inflow and infiltration) within the service area. Sources of I&I could be contributed by illegally connected sump pumps, footing drains, and down spouts, as well as structural defects in the sanitary infrastructure. To effectively address the problem, it's crucial that we pinpoint the specific areas contributing to I&I. Staff proposes the implementation of collection system flow monitoring, a method that involves placing flow meters at strategic points within various manholes across the system. These meters will continuously monitor flow rates, particularly noting any significant increases during wet weather events. Analyzing this data will help us identify the regions that contribute the highest levels of I&I and will indicate the necessity for further inspection.

**BACKGROUND/DISCUSSION:** In an ongoing effort to address the issues of I&I within the Townsend Road lift station service area, measures have been implemented over the years. In 2005 a majority of the sanitary sewer mains were lined with CIPP (Cured in place pipe). In 2010 some flow monitoring had been conducted within the service area. This data still suggested high levels of I&I persisted, with SSOs continuing to occur at the lift station. Later, an S2 grant was received which provided funding for pump upsizing at the lift station. However, the measures taken to date have been beneficial, yet not remedied the problem nor the almost annual occurrence of SSOs.

**STRATEGIC PLAN OBJECTIVE:** Public Facilities – Goal #1: Continue to offer High Quality Services and Facilities for Residents

**FISCAL IMPACT:** Budgeted funds in the amount of \$36,800 are available within account 592-560-818.077 to complete this project. The results of this study will give rise to the necessity to implement future infrastructure projects and/or programs that will bring the City under compliance of the Clean Water Act.

**RECOMMENDATION:** Commission approve the proposal from FTC&H in the amount of \$36,800 to perform flow monitoring within Townsend Road lift station service area.

January 16, 2024

Jordan Whitford  
Wastewater Division Supervisor  
City of Saint Johns  
100 East State Street, Suite 1100  
Saint Johns, MI 48879

**Proposal for Professional Engineering Services  
Wastewater Collection System Flow Monitoring – 2024**

Fishbeck is pleased to submit this proposal to the City of St. Johns (City) to provide professional engineering services related to flow monitoring of the wastewater collection system in 2024.

## Statement of Understanding

The City owns and operates its Sanitary Sewer Collection System and the St. Johns Wastewater Treatment Plant (WWTP). It is our understanding that during heavy rainfall events in the spring, the City sees an increase of the flow to the Townsend Road Pump Station and subsequently the WWTP.

In 2011, Fishbeck conducted flow monitoring upstream of the lift station which showed a significant response to rain in the spring, but not much of a response during summer. The City believes that portions of the tributary area to the station has houses with sump pumps/footing drains connected to the City's system. The City would like to do additional monitoring in the area upstream of the station to further isolate and quantify the wet weather flows in the system. Based on the system, the monitoring will be done during the spring wet weather events because of the higher probability of capturing this type of event. Five sites were identified to isolate the system during this phase.

## Scope of Services

Fishbeck proposes the following scope of services to perform wastewater collection system flow monitoring.

1. Perform a site visit to field confirm the suitability of the selected sites.
2. Conduct flow monitoring at five locations in the system from March 1, 2024, through June 1, 2024.
3. Install a temporary rain gauge at the Townsend Road Pump Station for the duration of the study.
4. Download the flow meters and rain gauge data on a bi-weekly basis and provide a monthly update to the City on the preliminary data throughout the monitoring period.
5. Using the data collected during the flow monitoring, quantify the amount of inflow & infiltration (I&I) and distribution between the meters.
6. Prepare a letter report summarizing our findings.

## Schedule

Fishbeck is proposing initiating services during the month of February 2024. This will allow for flow meter installation prior to the proposed flow monitoring period of March 1, 2024, through June 1, 2024. After the data has been reviewed and confirmed accurate for use, the flow meters may be removed in June 2024. Initial findings will be provided in a technical memo within three months of the flow meters being removed.



## Professional Services Fees

Fishbeck proposes to perform the outlined scope of services on an hourly and expense basis for a not-to-exceed fee of Thirty-Six Thousand Eight Hundred Dollars (\$36,800.)

## Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Kristin Groom ([kgroom@fishbeck.com](mailto:kgroom@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We look forward to continuing the wastewater collection system flow monitoring program with the City of St. Johns. If you have any questions or require additional information, please contact me at 517.887.4016 or [jjbrown@fishbeck.com](mailto:jjbrown@fishbeck.com).

Sincerely,



**Jeffrey J. Brown, PE**

Senior Vice President/Principal

By email  
Attachments

## Professional Services Agreement

PROJECT NAME      Wastewater Collection System Flow Monitoring – 2024  
FISHBECK CONTACT    Jeffrey J. Brown, PE  
CLIENT              City of Saint Johns  
CLIENT CONTACT     Jordan Whitford  
ADDRESS              100 East State Street, Suite 1100, Saint Johns, MI 48879

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Provide professional engineering services in accordance with Fishbeck letter proposal dated January 16, 2024.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated January 16, 2024.
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Thirty-Six Thousand Eight Hundred Dollars (\$36,800.)

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:  
City of Saint Johns

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ACCEPTED FOR:  
Fishbeck

BY: Jeffrey J. Brown  
TITLE: Senior Vice President  
DATE: January 16, 2024



1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.



12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### End of Terms and Conditions for Professional Services

## Professional Services Agreement Amendment 1

Between Fishbeck and City of Saint Johns

Dated January 16, 2024

For Wastewater Collection System Flow Monitoring – 2024

The Terms and Conditions for this project are modified as follows:

**4. REIMBURSABLE EXPENSES.** Replace the last sentence in Article 4 with the following:

Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., shall be on the basis of actual charges. Reimbursement for and outside technical or professional services shall be on the basis of actual charges plus 10 percent.

**11. LIMITATION OF LIABILITY.** Replace the first paragraph in Article 11 with the following:

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims under this Agreement based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is limited to \$250,000.

**13. INSURANCE.** Replace Article 13 in its entirety with the following:

Client shall provide workers' compensation insurance for Client's employees.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

**14. INDEMNIFICATION.** Replace Article 14 in its entirety with the following:

Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party to the extent caused by Fishbeck's negligence or willful misconduct. These indemnities are subject to specific limitations provided for in this Agreement.

**16. LEGAL EXPENSES.** Add the following sentence to the end of Article 16:

However, if Fishbeck is not the prevailing party in such collection action, then Fishbeck agrees to pay Client's reasonable attorney's fees and costs in defending such action.

**17. OWNERSHIP OF WORK PRODUCT.** Replace the last sentence of Article 17 with the following:

Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any other use or reuse. To the extent required by law, Client may disclose any and all drawings, reports, and other materials to the public.

**19. GENERAL CONSIDERATIONS.** Replace the fourth paragraph of Article 19 with the following:

This Agreement shall be governed by the law of the State of Michigan.

All other Terms and Conditions shall remain unchanged.

APPROVED FOR:

City of Saint Johns

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED FOR:

Fishbeck

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Jeffrey J. Brown*  
Senior Vice President

February 12, 2024

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**February 26, 2024**

<b>Department: Administration</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: Tuition Reimbursement Program Policy Review and Approval</b>	<b>[ X ] Tuition Reimbursement Program Memo</b> [   ] [   ]	<b>[ X ]</b>
<b>Prepared by: Chad A. Gamble, P.E., City Manager</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The administration continues to look at our most valuable asset, our employees, and programs that support their continuing education and succession planning objectives. To this end, please find a new personnel policy related to tuition reimbursement. This policy is presented for Commission approval beginning this year with the hopes of encouraging current and future City employees to invest in the City as we reciprocate and invest in them.

**BACKGROUND/DISCUSSION:** N/A

**STRATEGIC PLAN OBJECTIVE:** Interestingly there is no strategic plan objective that addresses City employees. However, as mentioned above, there are few more important investments that enable the City to perform at the levels required to deliver the services and programs incumbent to this great City and region as that of our employees.

**FISCAL IMPACT:** The financial impact to the City will be programmed each year based on the applications submitted annually by March 1<sup>st</sup>. Upon receipt of applications and subsequent approvals of the Department Director and City Manager, there will be a budget request forwarded to the Commission in conjunction with the annual budget request.

**RECOMMENDATION:** For the Commission to approve the Tuition Reimbursement Program personnel policy.





## MEMORANDUM

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To: City Commissioners

From: Chad A. Gamble, P.E., City Manager

Date: February 12, 2024

Subject: Tuition Reimbursement Program Policy and Guidelines

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With our objectives of investing in our team members and increased focus on succession planning from within, please find a new personnel policy related to tuition reimbursement. This policy is presented for Commission approval beginning this year with the hopes of encouraging current and future City employees to invest in the City as we reciprocate and invest in them.

### **Tuition Reimbursement Program Policy & Guidelines**

#### 1.0 Purpose

The Tuition Reimbursement Program (TRP) promotes the City's goals of improving customer service and investing in the workforce by providing financial assistance to employees who take job-related, City career-enhancing credit courses at accredited, degree-granting schools and institutions. The TRP is not intended to provide assistance for staff development training or continuing professional education.

#### 2.0 Pre-approval

Any tuition reimbursement requires pre-approval prior to enrollment. Applications for the TRP will be received on or prior to March 1<sup>st</sup> of each year. The applications will be reviewed and any related budget appropriation for the TRP program approved in accordance with the City's annual budget process. Any requests submitted after the March 1<sup>st</sup> deadline will be funded only to the extent that funds are available and unprogrammed in the fiscal year for which reimbursement is requested. The Department Director's signature is required on the application as a recommendation for TRP consideration. The application will then be forwarded to the City Manager for final approval pending appropriation and approval of program funds via the City's budget process.

#### 3.0 Program Funding

The city may change or cease funding of the TRP as a result of the annual budget process or administrative necessity due to budget limitations. Only tuition costs paid directly by the employee will be reimbursed, excluding other costs such as books, supplies, activity fees, etc.



## Tuition Reimbursement Memo

February 12, 2024

Page-2-

The maximum annual amount of tuition to be reimbursed to an employee is \$2,000. The maximum amount to be reimbursed to any single employee for a bachelor's degree will be \$8,000. The annual funding for each approved TRP participant shall be no more than 50% of the tuition within each funding cycle.

### 4.0 Eligibility

Full-time employees with a minimum of one-year continuous service prior to the first day of the courses to which reimbursement is sought, will be eligible to participate in the TRP. Employees must remain active, full-time status (not on any type of leave of absence) and attend classes during non-work hours. Only courses taken through an accredited college, university, or approved vocational school for an approved degree program shall be eligible for reimbursement.

### 5.0. Applicability

Undergraduate or graduate level courses will be eligible for reimbursement. Courses shall relate to their department and/or the employee's current position to maintain or enhance the skills of the employee.

The City will be responsible for determining and reporting any taxable income in compliance with IRS regulations according to the job-related nature of the course and/or degree.

Employees may apply for the TRP of one bachelor/associate degree and one master's degree during the course of their employment (two total).

### 6.0 Repayment Clause

Any employee who receives tuition reimbursement shall sign an agreement to continue full-time employment with the City for a minimum of two years after receiving reimbursement. If an employee separates from employment prior to one year after tuition reimbursement, 100% of the tuition paid to the employee will be reimbursed to the City. If the employee separates between one year after but before two years of the tuition reimbursement, the employee will reimburse the City 50% of the tuition received.

### 7.0 Procedure

1. Employees shall complete an application for tuition reimbursement and obtain support from the department director/supervisor and submit it to the City Manager prior to March 1<sup>st</sup> of each year. Tuition reimbursements for an application period shall be good for reimbursements through the following fiscal year (i.e. from July 1 to June 30).
2. After completing the course, the employee must provide the City Clerk with a copy of the paid tuition receipt and proof of a final grade of C or better for undergraduate courses or proof of a final grade of B or better for graduate courses, for processing. Receipts and grades must be received within 90 days of the course completion scheduled date. Tuition for courses taken by employees that did not meet the grade requirements will not be reimbursed by the City.
3. The City will process tuition reimbursement requests in the next regular City payroll, following submission and approval of the paperwork by the City Clerk.

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**February 26, 2024**

<b>Department: Parks and Recreation</b>	<b>Attachments: Professional Services Agreement</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Fantasy Forest Engineering Consultant/Prime Professional Recommendation</i></b>	<b>[ X ] Wade Trim - Proposal for Professional Engineering and Landscape Architectural Services Fantasy Forest Playground Renovation &amp; Professional Services Agreement</b>	<b>[ X ]</b>
<b>Prepared by: Bill Schafer Parks and Recreation Director</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** Staff sent out requests for proposals (RFP), via email, for engineering services related to the Fantasy Forest 2.0 project in early January to six engineering firms. We asked for a proposal to provide full engineering services for the project to include documents for design, construction, and bidding services; construction administration, and topography survey. We also asked for an hourly rate for services, should the City decide to not perform the prime professional requirements of the SPARK grant.

We received one proposal back. Wade-Trim provided a proposal for full engineering for the project. They also provided their hourly rate for the different services they offer, related to the project.

The agreement for the project was reviewed and approved to form by the City Attorney

**BACKGROUND/DISCUSSION:** The DNR requires us to use a “Prime Professional” to put together and sign off on many of the engineering documents for grant funded projects. City Manager Gamble will act as the Prime Professional for this project. He will provide the services necessary to stamp and sign off on the documents required as part of the SPARK grant funded items (i.e. playground equipment only).

Wade Trim will coordinate most of the activity associated with a sister contract (civil site contract) that will be issued in conjunction with the SPARK grant contract. The civil site contract will perform survey, design, construction documents, construction services, parking lot layout, landscaping design, tying the parking lot to the playground area, and drainage for the project as well as other general coordination with the selected SPARK grant vendor. Wade-Trim could also assume “Prime Professional” duties should something prevent City Manager Gamble from acting as the Prime Professional.

**STRATEGIC PLAN OBJECTIVE:** The City of St Johns 2021-2025 Five Year Parks and Recreation Master Plan has the following goals and objectives that apply to this project:  
Parks And Recreation Goals and Objectives

1. Provide safe, inclusive, community-based recreational opportunities that improve the overall quality of life for all St. Johns-area residents.

Parks provide a natural gathering place for the community as well as provide free or low-cost recreational activities. Therefore, it is important to continue to provide and improve these facilities. Based on community input, the City of St Johns will continue to provide and improve these facilities.

- Objective: Continue to improve and upgrade the City of St. Johns recreational and support facilities, based on community feedback, of which residents can be proud.
- Objective: Provide increased and better access to and through the City Parks and Trails System.
- Objective: Add passive and active programming based on community input and available financing.

5. Provide universally accessible recreation opportunities designed with all community members in mind.

The City wishes to provide recreational activities for residents of all abilities. With ambulatory and cognitive disabilities shown to be higher than the national average, special care should be taken to actively incorporate facilities for these users.

- Objective: Partner with organizations that serve disabled individuals to better understand and provide for community needs.
- Objective: Make sure that all improvements and upgrades to park facilities, where feasible, are universally accessible.

**FISCAL IMPACT:** The not to exceed amount of \$92,700 will be charged to the Fantasy Forest funds appropriated by the City for this project. Tasks 1 – 4 will utilize the already approved \$75,000 City contribution towards the project. The remaining \$17,700 for Tasks 5 & 6 will be included in the 2024-25 budget.

**RECOMMENDATION:** Staff recommends the City Commission approve the “as needed” contract from Wade-Trim for a not to exceed amount of \$92,700.



Wade Trim Associates, Inc.  
500 Griswold Street, Suite 2500 • Detroit, MI 48226  
313.961.3650 • [www.wadetrim.com](http://www.wadetrim.com)

February 16, 2024

City of St. Johns  
100 E. State Street, Suite 100  
St. Johns, MI 48897

Attention: Bill Schafer  
Recreation Director

Re: Proposal for Professional Engineering and Landscape Architectural Services  
Fantasy Forest Playground Renovation

Dear Bill:

We are pleased to present this proposal for professional engineering and landscape architectural services related to the Fantasy Forest Playground 2.0 Improvement Project for the City of St. John's Recreation Department. The following proposal outlines our understanding of the project, scope of services, and cost to provide these services.

### **Statement of Understanding**

Playgrounds can be special, magical places that foster imagination and learning for our kids. Playgrounds provide opportunities for open-ended play, give kids a chance to challenge themselves physically and take risks, and test the social waters with other kids. We know that Fantasy Forest playground certainly has provided that extraordinary space for kids living in the City of St. Johns and the surrounding communities. However, the time has come for significant renovation and improvements to make the playground a regional showpiece and destination for area families once again.

It is clear how important Fantasy Forest playground is to the City of St. Johns. Its current amenities such as the expansive wooden playscape, swings, tire bouncer, and open space have served the community well for many years. It is time for a facelift to leverage current grant dollars being infused into this project. St. Johns City Park and the Fantasy Forest playground have significant unlocked potential and now is the time to make bold steps towards transformational improvements.

Wade Trim boasts significant experience on MDNR projects centering on site design, parking lot design, and bidding for public playground and park construction, both new and renovation. In 2023 alone, Wade Trim's landscape architecture team designed three public playgrounds in Michigan from concept stage through bid letting and supported community clients and partners with grant administration requirements. As part of these projects, Wade Trim staff drafted and coordinated bid documents and managed grant compliance and reporting requirements.

### **Scope of Services**

Wade Trim will complete the following items as part of this project:

### Task #1 – Project Coordination and Meetings

This task and overall project will begin with a kickoff meeting with the City of St. Johns to review and affirm project goals and objectives, gather, and review pertinent site information, establish clear lines of communication, and refine the schedule. We will review how the playground is generally used by the public and how it is used during events. We will review the existing conditions in the playground, analyze what is to remain and be replaced, and summarize the current dominant and desired movement patterns. We will also evaluate conceptual play elements for the future playground and discuss how we can foster the community's affection for this playground through the site design. An additional onsite meeting will occur after the project kickoff meeting with key team members to walk the site and identify and discuss critical areas. This task also includes regular meetings throughout the project to coordinate with the City, the chosen playground vendor, and other project participants to ensure the project develops smoothly. Our team includes Core Team meetings (3) and biweekly client meetings throughout the design phases (Tasks 1-5) as part of our effort in this task.

### Task #2 – Topographic Survey, Data Collection

Wade Trim will complete a topographic survey of the project limits as illustrated in Exhibit A, below, picking up all relevant site features including hardscape surfaces, buildings, site amenities, trees, landscape areas, and visible utilities. Below ground storm sewer, municipal water, and other infrastructure data will also be collected.

**Exhibit A:**



Our team will also follow-up with the City on background information which may be available. This could include historical data and imagery, as-builts of the existing wooden playground, further information on events and park use, and any other past studies or relevant information.

Following completion of the topographic survey, Wade Trim will document the existing conditions (site inventory), along with our analysis of the site. This will include viewsheds, circulation, condition of landscape features, buffers, connectivity, soils, etc. The survey and resulting drawing will serve as the backdrop for the design of the project and will allow us to locate new or reworked amenities on a drawing that is to scale.

### Task #3 – Preliminary Design

Our preliminary design will take the amenities outlined in the MDNR SPARK Grant Application and will place them on the design drawings for layout to determine optimal site arrangement and potential for other items or adjustments. This phase will also involve locating a new parking lot towards the south side of the site, playground areas, sidewalk connections between both parking lots and play areas, accessibility improvements for the existing parking lot, along with other site features. We will provide up to two iterations of the site layout for the City to review and comment on, followed by adjustments to a final preferred option based on City input. The culmination of this task will be an approved site layout drawing locating all work to be done on the site. This includes extensive coordination on the previously selected playground elements to ensure they are being thoughtfully integrated into the existing conditions on site, protecting mature trees and the character of this cherished community space. It is Wade Trim's assumption that our project team will work closely with the selected playground vendor to smoothly link the playground layout with the overall site improvements. As part of this process, we look forward to providing input and feedback on the specific play elements and overall playground design but will not be performing detailed design on the playground equipment itself.

During this task, we will also set up the construction plan set including the cover sheet, legend and note sheet, existing conditions and demolition plan, site layout plan, grading plan, utility plan, soil erosion and sedimentation control plan, landscape plan, and applicable detail sheets. Once the final layout is approved and initial plan set is 30% complete, we will begin Task 4. We will coordinate with the chosen playground vendor, MDNR, and other project partners for reviews and input into the site plan ensuring the City is meeting their requirements for the program.

### Task #4 – Final Design

During this task, we will take the site layout that was approved in Task 3 and begin adding detail to it such as material selections, landscaping detail, typical cross sections, project-specific notes. This phase is when the rubber meets the road, and all details are added to the project. The endpoint of this phase will include a final set of project design plans and project specifications (collectively called the "construction documents"). Wade Trim will provide detailed technical specifications related to the proposed design elements. Front-end specification development is not included in this proposal and can be provided for an additional cost. Once the final design is approved by the City and MDNR, the next phase will be to advertise the project for bidding.

### Task #5 – Project Bidding

Wade Trim will support the city in preparing the project for bidding. This will include placing the bidding documents on our website and providing .pdf copies of the bidding documents so the City can place the project on their website. The project will be advertised for at least 25 days before accepting bids.

After the bid opening, Wade Trim will review all bids, check for math errors, prepare a bid tabulation sheet, review the qualifications of the low bidder(s), and draft and present a letter to the City to consider when awarding the project to the selected contractor. Once a contractor is selected, the project will progress into Task 6 - Construction Administration and Oversight.

### Task #6 – Construction Administration and Oversight

After the City selects the contractor for the project, Wade Trim will assist in getting the contract between the City and the contractor executed which includes the following items:

- Issuance of the Notice of Award
- Review of submitted contract bonds and insurances
- Completion of the Agreement for signatures
- Issuance of the Notice to Proceed
- Attendance at the preconstruction meeting

After the preconstruction meeting is held and the Notice to Proceed is issued, the contractor can start their work. During this time, Wade Trim will be onsite periodically and at critical construction times to review the contractor's work ensuring their compliance to the project plans and specifications. Based on the complexity of this project, our team believes that biweekly inspection will suffice to make sure construction is proceeding according to plan. We will also review, approve, and deliver approved contractor pay applications to the City for processing, and answer questions from the contractor, as well as provide updates to the City and ultimately assisting in construction closeout.

### Exclusions

- Changes in the Scope of Services
- Playground equipment selection and placement. We assume the selected playground vendor will work with the Core Team on selection of equipment. Wade Trim will coordinate with this vendor to identify optimal playground area locations and overall site circulation to limit impact to trees and maximize potential of play.
- Easement preparation of new or proposed easements
- Topographic survey outside of defined project limits above
- Certified Boundary Survey or ALTA Survey
- Front-end specifications
- Geotechnical investigations
- Environmental Assessments, wetland delineation, permitting or mitigation
- Construction engineering
- As-built documentation
- Irrigation design
- Permitting

### Schedule

We are prepared to start the project within two weeks of receiving the executed contract returned. Our team understands the projected project timeline developed by the City of St. Johns and is enthusiastic about working to bring this important project to fruition to meet it.

### Fee Summary

We are prepared to complete the above described tasks as authorized by the City of St. Johns for an estimated Fee of **\$92,700**. An approximate breakdown of the hours and fee per task is shown below:

Task 1	Project Coordination and Meetings .....	\$12,900
Task 2	Topographic Survey, Data Collection.....	\$ 9,800



Task 3 Preliminary Design & Engineering.....	\$19,800
Task 4 Final Design & Engineering.....	\$29,200
Task 5 Project bidding .....	\$ 6,700
Task 6 Construction Administration & Oversight.....	\$14,300
Total Not-to-Exceed Fee of	<b>\$92,700</b>

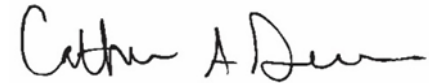
### **Additional Services**

As always, our team's actual effort will be billed monthly in accordance with the actual hours worked and our current 2024 Rate Schedule which is enclosed in this proposal packet. If extra work is required beyond the anticipated scope of this proposal, we will notify the Director immediately and provide an estimate for any additional work at that time.

Please find enclosed a Short Form Professional Services Agreement. If this proposal meets with your approval, please sign, date, and return a copy of the executed Agreement to our office. Our receipt of the executed Agreement will serve as our authorization to proceed. Please contact us directly with any questions you may have at any time. We appreciate the opportunity to help the City of St. Johns and look forward to working with your team on this project.

Very truly yours,

Wade Trim, Inc.



Catherine A. Dennis  
Project Manager



Scot A. Lautzenheiser, PLA  
Vice President, Area Lead

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Enclosures



## Professional Services Agreement (Short Form)

### Agreement

To engage the Services of Wade Trim Associates, Inc., as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Proposal for Professional Engineering and Landscape Architectural Services, Fantasy Forest Playground Renovation between City of St. Johns of 100 E. State Street, Suite 100, St. Johns, MI 48897, hereinafter called "Owner," and Wade Trim Associates, Inc., 500 Griswold Street, Suite 2500, Detroit, MI 48226, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in Wade Trim's proposal letter dated February 16, 2024.

B. Owner agrees to pay Professional as compensation for his services as follows:

Not to Exceed Fee of **\$92,700**.

C. Owner agrees to establish an allowance of \$n/a for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

As outlined in Wade Trim's proposal letter dated February 16, 2024.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By: Bill Schafer

(Print Name)

By: Scot A. Lautzenheiser, PLA

(Print Name)

Title: Recreation Director

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## General Provisions

### 1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$500,000.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### 8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

### 9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.